

AGREEMENT WITH ARCHITECTURAL NEXUS, INC.

THIS AGREEMENT is made and entered into this 23rd day of October, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and ARCHITECTURAL NEXUS, INC., a private for-profit Utah corporation, whose address is 930 R Street, Sacramento, CA 95811, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR may herein be referred to individually as "Party" or collectively as "parties" or "Parties".

WITNESSETH:

WHEREAS, COUNTY, desires to enter into an Agreement for a Library Facilities Master Plan, which includes a facilities needs assessment for Fresno County Public Libraries;

WHEREAS, CONTRACTOR specializes in the architectural design, planning and maintenance of library buildings to create valued community transformation; and

WHEREAS, CONTRACTOR possesses the experience, skills, and resources to provide the services sought by COUNTY, and agrees to provide the services as set forth below.

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

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall perform all services and fulfill all responsibilities set forth in the Scope of Work, attached hereto as Exhibit "A" and incorporated herein by reference.

CONTRACTOR's performance shall be in accordance with the COUNTY's Request for Proposal (RFP) No. 19-001 dated July 23, 2018, and Addendum No. one (1), dated August 3, 2018, (collectively, the "Revised RFP No. 19-001") and CONTRACTOR's Response to Revised RFP No. 19-001, dated August 21, 2018.

B. In the event of any inconsistency among the documents described in Paragraph 1.A herein above, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto; 2) the Revised RFP No. 19-001; and 3) CONTRACTOR's Response to Revised RFP No. 19-001. Copies of COUNTY's Revised RFP No. 19-001, and CONTRACTOR's Response to Revised RFP No. 19-001, shall be

retained and made available during the term of this Agreement by COUNTY'S Public Library Department.

2. OBLIGATIONS OF THE COUNTY

COUNTY shall fulfill its designated responsibilities set forth in the Scope of Work, attached as Exhibit "A" and incorporated by this reference.

3. TERM

The term of this Agreement shall be from October 24, 2018 through and including June 30, 2019.

4. TERMINATION

A. Non-Allocation of Funds – The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract – COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause – Under circumstances other than those set forth above, this

Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

5. COMPENSATION/INVOICING

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with the Budget, attached as Exhibit "B" and incorporated by this reference. CONTRACTOR shall invoice COUNTY by the tenth (10th) of each month for services rendered in the previous month. CONTRACTOR shall submit monthly invoices in triplicate to Fresno County Public Library, Attn: Business Office, 2420 Mariposa Street, Fresno, CA 93721.

In no event shall compensation for services performed under this Agreement exceed One Hundred Fifty Thousand Dollars (\$150,000) for the term of the Agreement. Invoices shall include full details on the work performed including: library site assessed, service dates, and which categories of the budget identified in Exhibit B were billed. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR. Payments by COUNTY shall be made in arrears, for services provided during the preceding month, within forty-five (45) days after receipt, verification and approval of CONTRACTOR's invoices by Fresno County Public Library.

6. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent CONTRACTOR, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its responsibilities in accordance with the terms and conditions thereof.

CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the

1 subject thereof.

2 Because of its status as an independent contractor, CONTRACTOR shall have
3 absolutely no right to employment rights and benefits available to COUNTY employees.
4 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
5 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
6 responsible and save CONTRACTOR harmless from all matters relating to payment of
7 CONTRACTOR's employees, including compliance with Social Security withholding and all other
8 regulations governing such matters. It is acknowledged that during the term of this Agreement,
9 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
10 Agreement.

11 **7. MODIFICATION**

12 Any matters of this Agreement may be modified from time to time by the written
13 consent of COUNTY and CONTRACTOR without, in any way, affecting the remainder.

14 **8. NON-ASSIGNMENT**

15 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
16 duties under this Agreement without the prior written consent of the other party.

17 **9. HOLD HARMLESS**

18 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
19 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses
20 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to
21 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
22 officers, agents, or employees under this Agreement, and from any and all costs and expenses
23 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting
24 to any person, firm, or corporation who may be injured or damaged by the performance, or failure
25 to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement. The
26 provisions of this Section 9 shall survive the termination of this Agreement.

27 **10. INSURANCE**

28 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or

any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-

1 insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and
2 not contributing with insurance provided under CONTRACTOR's policies herein. This insurance
3 shall not be cancelled or changed without a minimum of thirty (30) days advance written notice
4 given to COUNTY.

5 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
6 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of
7 the foregoing policies, as required herein, to the County of Fresno, (Name and Address of the
8 official who will administer this contract), stating that such insurance coverage have been obtained
9 and are in full force; that the County of Fresno, its officers, agents and employees will not be
10 responsible for any premiums on the policies; that for such worker's compensation insurance the
11 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and
12 employees any amounts paid under the insurance policy and that waiver does not invalidate the
13 insurance policy; that such Commercial General Liability insurance names the County of Fresno,
14 its officers, agents and employees, individually and collectively, as additional insured, but only
15 insofar as the operations under this Agreement are concerned; that such coverage for additional
16 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
17 COUNTY, its officers, agents and employees, shall be excess only and not contributing with
18 insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be
19 cancelled or changed without a minimum of thirty (30) days advance, written notice given to
20 COUNTY.

21 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
22 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
23 Agreement upon the occurrence of such event.

24 All policies shall be issued by admitted insurers licensed to do business in the State of
25 California, and such insurance shall be purchased from companies possessing a current A.M.
26 Best, Inc. rating of A FSC VII or better.

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1 **11. AUDITS AND INSPECTIONS**

2 The CONTRACTOR shall at any time during business hours, and as often as the
3 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and
4 data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request
5 by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to
6 ensure CONTRACTOR'S compliance with the terms of this Agreement.

7 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
8 shall be subject to the examination and audit of the California State Auditor for a period of three
9 (3) years after final payment under contract (Government Code Section 8546.7).

10 **12. NOTICES**

11 The persons and their addresses having authority to give and receive notices under
12 this Agreement include the following:

13 **COUNTY**

14 Fresno County Public Library
15 Attn: County Librarian
16 2420 Mariposa Street
17 Fresno, CA 93721

13 **CONTRACTOR**

14 Architectural Nexus, Inc.
15 Attn: Jeff Davis, AIA, Principal
16 930 R Street
17 Sacramento, CA 95811

18 All notices between the COUNTY and the CONTRACTOR provided for or permitted
19 under this Agreement must be in writing and delivered either by personal service, by first-class United
20 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A
21 notice delivered by personal service is effective upon service to the recipient. A notice delivered by
22 first-class United States mail is effective three COUNTY business days after deposit in the United
23 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight
24 commercial courier service is effective one COUNTY business day after deposit with the overnight
25 commercial courier service, delivery fees prepaid, with delivery instructions given for next day
26 delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when
27 transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY
28 business hours, then such delivery shall be deemed to be effective at the next beginning of a
COUNTY business day), provided that the sender maintains a machine record of the completed

transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. DISCLOSURE OF SELF DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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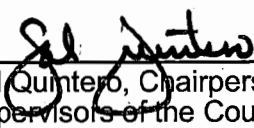
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3 CONTRACTOR

COUNTY OF FRESNO

4 
5 (Authorized Signature)

6 
7 Sal Quintero, Chairperson of the Board of
8 Supervisors of the County of Fresno

9 JEFFERY L. DAVIS, PRINCIPAL
10 Print Name & Title

11 930 R St.

12 Sacramento, CA 95811

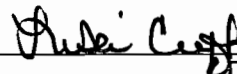
13 Mailing Address

ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

14 By: 
15 Deputy

16 FOR ACCOUNTING USE ONLY:

17 ORG No.: 75110800

18 Account No.: 7295

19 Requisition No.: 7511900025
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EXHIBIT A

SCOPE OF WORK

COMPANY: Architectural Nexus, Inc.
ADDRESS: 930 R Street, Sacramento, CA 95811
MANAGER: Jeff Davis, AIA, Principal, Architectural Nexus, Inc.
CONTACT: Phone: (916) 443-5911, jdavis@archnexus.com
SERVICES: Library Facilities Master Plan
CONTRACT PERIOD: October 24, 2018 – June 30, 2019
TOTAL CONTRACT AMOUNT: \$150,000

OVERVIEW:

Architectural Nexus, Inc. (Arch Nexus) shall provide the Fresno County Public Library (FCPL) with library master planning and facility assessment services. Arch Nexus shall assemble an expert team with experience to meet the many facets of completing a library system master plan from community engagement to facility assessments. A complete research and analysis study of Fresno County libraries including facility improvement recommendations shall be provided to the County.

SERVICES:

A. Objectives

Arch Nexus shall recommend facility improvement projects that strategically meet the needs of Fresno County. A forward-looking, cost-effectiveness approach to ensure that libraries adapt to the future will be incorporated in the analysis. The library facility master plan shall include the flexibility for implementation of future technology and discuss innovative ways to meet community needs. Arch Nexus shall provide a research analysis report for each library including data on populations, demographics, community engagement and facilities assessments. All building systems will be assessed and an in-depth detailed analysis will be provided for select locations as determined by the FCPL. Arch Nexus shall identify facility issues for each FCPL building listed below so that the County can address issues on a building-by-building basis as needed.

Arch Nexus shall provide technical information on each building which will assist the County with making decisions concerning ongoing capital costs and new investments. Arch Nexus will develop recommendations which incorporate community needs, availability of funds and growth projections. The team that researches and provides data to the County shall incorporate the following qualifications:

- a) A team of experts in library planning, library operations, data analysis, GIS mapping, municipal financing, cost estimating, real estate analysis, architecture, mechanical and plumbing engineering, electrical engineering, structural engineering, and civil engineering.
- b) The team shall possess the depth of experience providing this type of analysis and recommendations to other library systems.
- c) Experience in working with the public and elected officials to build consensus around visionary proposals.

B. Research and Report

Arch Nexus shall research and report through interviews (i.e. to stakeholders, focus groups, etc.), data, government documents, site visits, and surveys in each community to capture the most accurate picture of the County of Fresno as a whole and to deliver the most comprehensive Facilities Master Plan possible.

C. Service Specifications

The following tasks shall be completed by Arch Nexus:

TASK 1 - Research / Information Gathering - Usage Data

- 1) Request, collect, and analyze past three (3) fiscal years of usage data for each facility including the following:
 - a) Circulation
 - b) Visits
 - c) Programs
 - d) Program Attendance
 - e) Reference Transactions
 - f) Computer Usage
 - g) In-Library Use of Materials
- 2) Request staffing compliment for each facility including the following:
 - a) Administrative/Management
 - b) Public Services by Adult, Teens/Tweens and Children's
 - c) Circulation
 - d) Support
 - e) Shelves (Pages)
 - f) Facility Maintenance

- 3) Request current hardcopy/paperback collection holdings data for each facility including the following:
 - a) Adult (fiction, non-fiction, large type, reference, oversize, special collections)
 - b) Teens/Tweens (fiction, non-fiction, graphic novels, reference)
 - c) Children's (easy/picture/board), fiction, non-fiction, reference, special collections
 - d) Current periodical subscriptions (hardcopy titles [paid & gift]) by age
 - e) Backfile periodical holdings (hardcopy) by number of years of retention
- 4) Prepare a "Findings" Report (draft initially) on a facility-by-facility basis as well as a system-wide report.

TASK 2 - Research / Information Gathering – Demographics

- 1) Prepare population (current and five-year projections) and demographic report for each branch library facility that includes data (population, age cohorts, educational attainment, household incomes, number of vehicles, etc.) by 1, 3, and 5 miles "rings" around each location.
- 2) Prepare a City of Fresno and County of Fresno population and demographic report for the City and the County providing the same information as for the branch libraries.
- 3) Prepare a 15-year population and demographic projections for the County, City, and other communities in the County.
- 4) Prepare a population and demographic "Findings" report.

TASK 3 - Research / Information Gathering – Engagement

- 1) Initiate Community Engagement by means of Focus Groups, Stakeholder Interviews, Community Meetings, Staff Interviews, and a web-based survey mounted on the Library's website:
 - a) Facilitate Focus Group discussions.
 - b) Facilitate Stakeholder interviews.
 - c) Facilitate three Community meetings.
 - d) Provide tools and outreach materials for the capture of additional data through staff and volunteer outreach at existing library programs and community events.
 - e) Develop one web-based survey (survey draft prepared, reviewed with Library staff, modified as needed, finalized, placed on Library website, and left up for a period of three weeks).
- 2) Prepare summary reports for each Focus Group, Stakeholder Interview and

Community meetings (all participants guaranteed anonymity).

- 3) Review findings with Library staff, Library Board and others of Library's choosing.
- 4) Prepare final Community Engagement Report to be included as an appendix in the final report.

TASK 4 - Research / Information Gathering – Facilities

- 1) Forward to County of Fresno Library "Godfrey's Modern Library Space Standards and Godfrey's Library Site Criteria".
- 2) MSS visioning and customer (patron) based community outcomes work sessions.
- 3) Facilitate an on-site review of the Standards and Site Criteria with Library staff and Library Board.
- 4) Visit each facility (some of the visits will coincide with Community Engagement task) for the purpose of:
 - a) taking an inventory of the physical spaces, technology, furniture and equipment in each building.
 - b) conferring with the staff of each facility regarding the strengths, weaknesses and needs of each facility.
 - c) Utilizing the data collected in Tasks 1 and 2 to prepare a Library Space Planning Spreadsheet for each facility that compares the existing current space with the current needed space.
 - d) The Library Space Planning Spreadsheet is a planning tool Godfrey's has developed that outlines the needed space based on the aforementioned set of Modern Library Standards.

TASK 5 - Recommendation Development

- 1) The Arch Nexus team will work closely with FCPL to make recommendations for renovations. Arch Nexus will evaluate the leased building sites vs. other sites for availability and cost to maximize the value of these decisions for the county and the library. Based on the data gathered recommendations will be made to maintain, close or open a new branch. A detailed explanation of why such decisions are recommended with data to support the recommendations will be included in the report. A phased timeline for the projects will be developed to align with potential financing and the Library's strategic plan.
- 2) The following is our process for developing and making recommendations:
 - a) Utilize all data, observations, and our professional judgment to prepare a

draft spreadsheet on a location-by-location basis identifying the total space needs for the next 15 years. Details will be provided for each existing location and all new locations (new locations in general terms) and a year of completion for each project.

- b) Develop a second draft spreadsheet that assigns estimated capital costs for each project based on the estimated mid-point of construction for each project.
 - c) Develop a third draft spreadsheet that assigns estimated operational costs for all facilities based on FY18-19 for existing facilities taking into consideration recommended improvements/additional space and the anticipated first full year of operations for recommended new facilities, taking into consideration recommendations for closures and/or re-purposing.
 - d) Facilitate an on-site review of the draft spreadsheets. Make needed changes, deletions, additions to the draft spreadsheets following the on-site review session(s) and issue a new set of spreadsheets.
- 3) Include in the assessment and recommendations the cost estimates for the construction of each suggested facility.

TASK 6 - Deliverables

- 1) Arch Nexus will coordinate and produce a deliverable that has all of the information organized in a simple way for ease of understanding and clear identification of the proposed recommendations. An Executive Summary will outline the most important sections of the report and will highlight next steps. A presentation to the Board of Supervisors will be included as a part of the deliverable.
- 2) Meet with the Board of Supervisors as needed.
- 3) Hard copy, digital, and online copy of presentation.
- 4) The presentation will include all research and evaluation data including the following:
 - a) Specific recommendations for each existing facility in terms of size, staffing, collections, technology, gathering spaces, customer seating, support spaces, timeline, capital costs, operational cost estimates for the first full fiscal year of opening and the succeeding four fiscal years, and population

and demographic projections for a 15-year timeframe.

- b) Graphics including photographs, charts, maps, and sketches as appropriate.
- 5) The timeline will be as follows: two (2) Months for Research, Analysis and Development; and report to Board of Supervisors within one (1) months for completion of written report.

D. Library Branch Locations to receive a Physical Assessment

- | | |
|------------------|-----------------|
| 1. Auberry | 10. Piedra |
| 2. Bear Mountain | 11. Pinedale |
| 3. Big Creek | 12. Politi |
| 4. Fig Garden | 13. Reedley |
| 5. Gillis | 14. Riverdale |
| 6. Kerman | 15. Selma |
| 7. Kingsburg | 16. Shaver Lake |
| 8. Laton | 17. Sunnyside |
| 9. Mosqueda | |

COUNTY'S RESPONSIBILITIES:

FCPL on behalf of the County will work with Arch Nexus to provide access to the library buildings as needed during normal business hours. FCPL will provide available background information, such as circulation statistics, programming information, PC usage and other available data on each library to Arch Nexus and confirm the levels of research analysis required for each building location. FCPL will also provide a manager as primary contact to Arch Nexus to facilitate the project. Furthermore, a committee of FCPL staff members including public services staff, support staff, librarians and paraprofessionals will assist with any questions that Arch Nexus may have as it conducts its research.

Attachment A

Arch Nexus Library Rating Spreadsheet

FUNCTIONAL ASSESSMENT ELEMENT	Library Score
Overall Design/Appeal	
Entrances/Lobby	
Public Restrooms	
Interior Signage	
General Condition of furnishings/Carpet	
ADULT AREA	
New Books/Display	
Warmth/Appeal Factor	
Quiet Study Area/Room(s)	
Comfortable Seating Area	
Periodical Area	
Stack Density (height & aisle space)	
Lighting	
OPAC Availability	
Computer Workstations	
Reference Area	
CHILDREN'S AREA	
New Books/Display	
Delight/Appeal Factor	
Appropriate Height of Shelving	
Appropriate Seating (children)	
Lighting	
Age-Segregation (in building)	
Age-Segmentation (in children's area)	

FUNCTIONAL ASSESSMENT ELEMENT	Library Score
Read-to-Me Seating	
Computer Workstations	
Story Area	
Craft Space	
TEEN AREA	
WOW/Appeal Factor	
Appropriateness of Seating	
Lighting	
Computer Workstations	
Appropriateness of Materials	
CIRCULATION DESK AREA	
Welcome Factor	
Accessibility	
Staff Workspace (at desk)	
Proximity of Separate Delivery Area	
Self-Check Availability	
GATHERING SPACES	
Welcome Factor	
Accessibility	
Seating Comfort	
Acoustics	
Lighting	
Audiovisual Capabilities	
Egress Clearly Marked	

FUNCTIONAL ASSESSMENT ELEMENT	Library Score
STAFF AREAS	
Staff Breakroom	
Adult Services Librarian's Office Space	
Adult Services Staff Space	
Circulation Manager's Office Space	
Circulation Staff Space	
Children's/Teen Librarian's Office Space	
Children's/Teen Staff Office Space	
Branch Supervisor's Office Space	
Availability of Storage Space	
Amenities	

FUNCTIONAL ASSESSMENT ELEMENT	Library Score
PARKING	
Ease of Entry/Egress to Parking Lot	
Availability of Street Parking	
Availability of Other Parking	
SAFETY	
Conditions of Walkways/Stairs	
Security/Location of Data Cabling	
Other Safety/Security Concerns	
OTHER	
Landscaping/Grounds	
Exterior Signage	

EXHIBIT B BUDGET October 24, 2018 - June 30, 2019 Total Project Cost: \$150,000	
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October 24, 2018 - June 30, 2019

Total Project Cost: \$150,000

[illegible]

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	