BOARD OF TRUSTEES
DIRECTOR'S REPORT

Meeting Date: November 13, 2019
By: Kevin Lee, District Director

Exhibit 11.1

TITLE: Facility Assessment and Improvement Discussion

DISCUSSION:
Our library has not gone through a renovation for years. On October 23, 2019, Board Trustee Cousar, Circulation Manager Morales, and I had our Facility Improvement Committee meeting. At said meeting, we discussed about our library building's "health." It was not good. The building walls were our biggest concern. We found multiple crack lines along the building walls (see attachments). These crack lines appear to have developed over time. We believe this will get worse if we do not take any action of some sort. This is an opportunity for the Library to fix its building and expand its space, if possible.

We decided to bring in a professional to help us get an idea of what we need to do to bring our facility up to current standards and conditions, including user safety, expansion, and project management. Chris Tooker, from Trendzitions, met us on November 4, 2019. The Committee agreed that he should come before the Board to introduce himself and his company, which he agreed to.

Information about Trendzitions is attached.

RECOMMENDATION:
Information only. No board action required at this time.

BOARD ACTION

Motion: ______ Second: ______

[☐] Little [☐] Geronimo [☐] Ajigbotafe [☐] Cousar [☐] Lara

[☐] Approved as Recommended [☐] Approved as Amended [☐] Other: ______

Passed, approved, and adopted on __________, 2019.

Alex Geronimo, Board Secretary
FACILITY REAL ESTATE PLANNING

Money Back Guarantee

I. Delineate Project Goals & Objectives
   Know Your Target, Priorities & Needs

II. Define Spatial & Square Footage Needs
   Know Your Size to Avoid Wasting Your Money

III. Develop Benchmark Relo & FF&E Budget
   Know Your Costs to Maximize Your Negotiations

IV. Determine Project Timeline & Schedule
   Know Your Timing; Make Time Your Friend, not Enemy

V. Decide on Best-Fit Architect/Space Planner/Designer
   Know Your Resources & Match Them to Your Needs

BANNING LIBRARY DISTRICT
KEVIN LEE – DISTRICT DIRECTOR

PRESENTED BY CHRIS TOOKER
(949) 727-9100

EXPERT PLANNING FOR NEW FACILITIES™
SINCE 1986
We will pioneer innovative real estate project management practices and keep the pulse on workplace strategies, cutting edge technologies and processes. We will ensure the efficient use of our clients' most valued resources: their time, staff and money. We will drive results, expedite change, lower costs and improve quality for our client's profitability and success.

We blend honest, caring and open people who are accepting and expecting to be held accountable for consistently delivering their best efforts every day. We have fun, but prioritize the client's needs above our own. We work to communicate proactively and resolve conflicts in a CareFrontational style. We work as one unit and do not tolerate "slackers" on our team.

We will maintain a trusting and sincere relationship with our clients based on our integrity and non-negotiable values. We will not accept referral fees, kickbacks or commissions. We will not charge based on a percentage of costs or savings. We will treat all clients, vendors and service providers with dignity and respect. We insist on the highest level of accountability!
November 5, 2019

BANNING LIBRARY DISTRICT
Kevin Lee - District Director
21 Nicolet Street
Banning, CA 92220

Dear Kevin,

Planning a new facility project can be very time consuming, distracting and frustrating when you don’t do it every day for a living. Estimating and establishing your company’s requirements for space and projecting costs accurately in today’s business world can be risky and somewhat overwhelming task.

However to get it right, accurate planning and timely evaluations of your options are essential to reducing cash flow surprises and a successful decision. We can provide you with support that will allow you to:

- Focus on your core responsibilities and improve your production
- Expand your options with our resources and vast database
- Benefit from our objectivity, as we have no agenda other than yours
- Lower costs with our knowledge & strategies to impact costs without reducing quality
- Get it right the 1st time because you have the best accurate information

Our expertise in planning new facilities has been developed since 1986 and over 1,350 successfully completed projects ensure BANNING LIBRARY DISTRICT receives accurate information. Trendzitions, Inc. (TI) will provide benchmark pricing for all costs related to your relocation.

We provide a money back guarantee for our Trendz-Fit Planning services due to its value!

Our focus will concentrate assisting you with support that will:

- Organize completely your company’s goals & objectives to create consensus.
- Identify your square footage needs now and in the future for a new facility.
- Establish a benchmark budget & identify cost for your relocation and FF&E.
- Develop a project timeline to better plan accurate & realistic decisions and deadlines.
- Select best Architect/Space Planner

Trendzitions, Inc. will ensure BANNING LIBRARY DISTRICT has all of the correct groundwork done, in advance. This will allow you to avoid bad decisions based on miss-information and give you better control by knowing all of your options. We will help expedite, facilitate and communicate and lead to your agenda.

We look forward to working with you.

Sincerely,

Chris Tooker
President/CEO
I. Delineate Goals with ‘GOTCHA’ Kick Off

GOTCHA EXECUTIVE NEEDS ASSESSMENT KICK-OFF MEETING

Delineate Goals and Objectives

Trendzitations, Inc. (TI) will hold OUR 90 minute trademark signature project kick off meeting with all key department heads using our "GOTCHA" approach, to learn all of your goals, objectives and concerns as they relate to your project. This meeting is vital to the project's success. It allows the team to feel involved, to voice their concerns and requirements and to set the expectation of what the transition will look like when done right.

Identify and Consolidate the Complete Agenda

TI will provide you with a summary that will allow you to prioritize and crystallize your needs and wants. This tool will create the synergy needed for aligning individual agendas with corporate goals and objectives and ensure everyone is on the same page!
II. DEFINE SPATIAL REQUIREMENTS

DEVELOP NEEDS ASSESSMENT

TI Consultants will review the current spatial needs and help to define your space requirements and office standards. A programming report after meeting with key personnel and management will be produced. This will help to define early the spatial requirements for offices, open areas, department sizes and common areas. This will include discussions about traffic flow, department adjacencies, special equipment or furniture needs for both public and private areas. Identifying the spatial requirements early allows for proper building size selection and will allow for planned growth.
**MAXIMIZE EFFICIENCY AND FLEXIBILITY**

**TI** Consultants will establish standards through surveys and questionnaires with executives and department heads to provide for maximum flexibility. Client is expected to provide an accurate organization chart identifying all current employees by department and manager. Additionally a current and accurate phone extension list is needed.

Our survey will include a review of your headcount; both current and future with projected growth over 1, 3, and 5 years. Your spatial needs will be investigated by person and their job function, by department and their interactions with each other as well as common areas. Building load factors and circulation factors required for aisles, ADA access, exiting, etc. will also be addressed.

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**TABLE:**

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<tr>
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<th>Square Footage by Year</th>
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<td>Department Head Count Subtotal</td>
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**DEPARTMENT**

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<td>Space Sub-Total</td>
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**COMMON AREAS**

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</table>
# III. Develop Benchmark Budget

**IDENTIFY COSTS ASSOCIATED WITH RELOCATION & FURNITURE, FIXTURES & EQUIPMENT**

*Trendzitations*, Inc. (*TI*) will quickly and accurately compile benchmark pricing associated with successfully and completely setting up your entire operation at the new location. We will identify all areas that will incur costs in order to relocate the entire company operationally. **Missing costs will be discovered and defined.**

*TI* will address several hundred areas where costs can impact your business as a result of a relocation!

Our research will include all benchmark pricing relating to:

- Telephones Systems, Voice Mail, Internet & Telco Lines
- Computers System Relocations, Local Area Network Relocation Support
- Data & Telephone Cabling
- Security, Intrusion, Access Control & CCTV systems, Audio/Visual systems, Presentation equipment, Video Conferencing & Training systems
- Modular & Freestanding furniture systems
- The Physical Relocation Office Moves, Warehouse and Inventories
- Printing Moving Announcements, Business Cards & Forms
- Signs, Banners, Directories & Temporary Signs, Employee name plates, etc.
- Racking, Shelving, Mezzanines, Etc.
- Machinery, Riggers, Labs, Etc.

"It is our goal to educate you on the possible and probable costs associated with accomplishing your vision for the facility. Please consider the costs represented are based on our best efforts to match you with products and services that will meet your needs.

As is often the case, the overall costs are often more than expected and can create some financial discomfort and concern on how to best to manage and address these costs. Help has arrived, and we have ideas of experience, resources and ideas on how to best manage, plan for, defer, mitigate and amortize these costs to make it more affordable to accomplish the new facility that you can afford.”

- Chris Tooker

## MAKE FULLY INFORMED FINANCIAL DECISIONS

Decisions will be made and you will avoid the negative financial effects of surprise costs. Know your costs early so you have complete knowledge and expectations about your costs so you can create options!

![Benchmark Pricing Spreadsheet](image)
IV. DETERMINE PROJECT TIMELINE

ORGANIZE & PRIORITIZE YOUR FOCUS & DECISIONS

TI will organize and prioritize all the key items associated with your plans for expanding and relocating your business. These items will include the Real Estate search process, lease negotiations, space planning, development of construction documents, as well as construction of the new space, ordering and installation lead times for new products and technologies. We will help to prepare you for an aggressive game plan so that your expectations will match the realities of the transition process. This allows for the correct timing to address all facets of your business. This will also allow BANNING LIBRARY DISTRICT management team to concentrate their energies in the most time effective fashion and prioritize the use of your time against key critical decisions.

DISCOVER SEQUENTIAL & PARALLEL TASKS

TI will review your business priorities and help identify what key decisions need to take place and when.
V. DECIDE ON BEST-FIT ARCHITECT/SPACE PLANNER

PROFILE ARCHITECT/SPACE PLANNER

Once your programming is complete, it is time to find a qualified Architect/Space Planner who can take your spatial requirements, and fit those requirements into the plans for your new facility.

INTERVIEW EXPERIENCE

TI will evaluate the Architectural/Space Planning community to select the best one for your requirements. We will conduct an interview process that will allow each firm to showcase their talent, demonstrate their unique skills and approach to projects. We will be comparing the different styles, resources and services offered in this competitive environment. This process reveals their talent, creativity and connections that best suits your needs.

We will help provide insights during the interview processes that allow you to focus on the talent and fit first. Once we have completed the interview process and ranked the candidates we will review the costs for each firm for your review.
ARCHITECT/SPACE PLANNING SCOPES & COST COMPARISON

**TII** will prepare a Request for Proposal, distribute it to qualified bidders, analyze bids and prepare an analysis and summary with a recommendation as to the architect/space planner that you should interview. This will save you time by having qualified bids analyzed by the evaluation process you've established.

**TII** will work with the company or individual selected to make sure that your adjacency requirements are met, as well as your timing requirements. The selected architect/space planner will provide preliminary space plan drawings and floor layouts for the review, critique and modifications of management and department heads. This will ensure that the employee plans created by the Architect/Space Planner will meet your actual functionality requirements. It is much easier to move a wall to meet your specific needs at this stage of the game before you start the Tenant Improvement Process.

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**SELECTED OF THE INTERIOR DESIGNER**

Often times the talent of a uniquely focused interior designer brings significant value to a project look and feel. **TII** will address this need and include the engagement of this key individual on your team if it is deemed appropriate. This can be an individual within the architect firm or may be different firm or individual.
BANNING LIBRARY DISTRICT
SCHEDULE OF SERVICES

BANNING LIBRARY DISTRICT and Trendzitions, Inc. (TI) agree that TI will coordinate, consult and implement each of the services checked below as described in our Proposal Service Descriptions. TI will provide for the research, evaluation and coordination of the services checked below. All services include the Trendzitions GOTCHA Executive Needs Assessment Kick-Off Meeting.

**TRENDZ-FIT™**
REAL ESTATE PLANNING SERVICES
- Delineate Project Goals & Objectives (GOTCHA)
- Define Spatial Square Footage Needs
- Develop Benchmark Relocation & FF&E Budget
- Produce Project Schedule & Timeline
- Interview/Bid/Select Best-fit Real Estate Broker
- Pre-Lease Transaction Support
- Bid, Interview & Select Architect/Space Planner
- Interview/Bid/Select Best-fit Industrial Engineer

**TRENDZ-PLAN™**
PRE-LEASE DESIGN & TRANSACTION SUPPORT
- Review & Tour Building Short List
- Select, Distribute RFP, Interview & Bid Analysis
- Provide Proj., Timing/Plng Manage & Coord Test Fits
- Review & Develop TI Letter Scope

PRE-CONSTRUCTION SERVICES
- Manage/Coordinate Architect/MEP CDs
- Select Approved GCs & Distribute RFP
- Bid, Interview & Select General Contractor

**TRENDZ-BUILD™**
CONSTRUCTION MANAGEMENT
- Develop Scope, Distribute RFP & Provide Bid Analysis
- Bid, Interview & Select General Contractor
- Manage Build Out & Complete Punch-List

**TRENDZ-PROJECT™**
VENDOR PROJECT MANAGEMENT
- Initiate Kick-Off & Manage Project Meetings
- Lead/Manage Vendor/Client Communications
- Notify & Coordinate Suppliers/Services

**TRENDZ-TECH™**
TELECOMMUNICATIONS CONSULTING
- Bid & Procure Telephone System & Voice Mail.
- Bid & Procure Voice/Data & Paging Cabling
- Bid & Procure Voice & Data Telco Lines
- Relocate Existing System & Select Service Co.

**TRENZ-TECH™** TECHNOLOGY & PRODUCT CONSULTING & PROCUREMENT
- Procure Modular & Free Standing Furniture
- Design, Bid & Implement A/V Systems
- Design & Bid Security System
- Bid/Procure & Coordinate Warehouse Racking

**TRENDZ-RELO™**
FACILITY RELOCATION MANAGEMENT
- Develop Written Scope of Work (RFP)
- Walk Thru Vendors for Relocation Bids
- Produce Move Cost Comparison
- Create Relocation Schedule
- Inventory Freestanding Furniture & Equipment
- Determine & Plan Location of Filing Cabinets
- Provide Employee Ext. Lists & Personalized Labels

- Prepare Destination Mapping of Floor Plans
- Coordinate Pre Move Meetings
- Provide On Site Move Day Supervision
- Distribute Post Move Alerts & Follow-up
- Liquidate Excess Furniture & Equipment
- Approve, Correct & Process Invoices

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*This document combined with our Proposal Service Descriptions, Structure of Fees, Confidentiality and Service Agreements along with our Terms & Conditions, form our complete entire agreement.*

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BANNING LIBRARY DISTRICT | Date
---|---
Trendzitions | Date
REAL ESTATE PLANNING SERVICES
STRUCTURE OF FEES

Listed below is the breakdown of your needs that *TI* had defined with our service fees. *TI* assistance will give you maximum control of this process and will also allow you to maximize your resources of time and money.

**DELINATE PROJECT GOALS & OBJECTIVES**
- Conduct our trademark GOTCHA project kick off meeting to capture all critical issues
- Produce a 1 page summary that reflects a management consensus of desired outcomes

**DEFINE SPATIAL REQUIREMENTS**
- Interview dept. heads/management to establish current staff needs & future growth
- Develop standard sizes, offices, cubicles & common areas needs for fit, function & flow
- Create/revise spreadsheet summary of head count plus load & circulation factors

**DEVELOP BENCHMARK BUDGET**
- Establish benchmark pricing for all relocation & furniture, fixture & equip. costs
- Provide a Spread Sheet for Review, Revisions & Final Consensus

**DETERMINE PROJECT TIMELINE**
- Organize Schedule, Timing, Priorities and Desired Deadlines
- Identify critical milestones for key management decisions

**SELECT ARCHITECT/SPACE PLANNER/INTERIOR DESIGNER**
- Distribute RFPs and Prepare Analysis & Summary
- Select, Interview 3 Finalists, Negotiate & Award Contract

**FEE FOR SERVICES PACKAGE TOTAL**

*$14,850.00*

*TI* will be reimbursed for all out of pocket expenses: Mileage, blueprints, etc.
This is an agreement for a packaged fee for services and, in the event of a project cancellation beyond the control of *TI*, a buyout of the contract for 35% of the projected contract amount may be exercised. **This document combined with our Proposal Service Descriptions, Schedule of Services, Confidentiality and Service Agreements along with our Terms & Conditions form our complete entire agreement.**
SERVICES AGREEMENT

Trendzitions, Inc. (TI) and BANNING LIBRARY DISTRICT (set forth below) enter into this Agreement. TI will agree to provide consulting, management and coordination of listed services and BANNING LIBRARY DISTRICT agrees to pay TI for these services. These services are listed in the TI Schedule of Services and described by our service descriptions and authorized by BANNING LIBRARY DISTRICT.

BANNING LIBRARY DISTRICT

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<thead>
<tr>
<th>21 W. NICOLET STREET</th>
<th>BANNING</th>
<th>CA</th>
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<td>CITY</td>
<td>STATE</td>
<td>ZIP</td>
</tr>
</tbody>
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| NEW LOCATION ADDRESS | CITY    | STATE | ZIP |

Total Trendzitions, Inc. Fee for Services $ 14,850.00
50 % Non-Refundable Retainer $ 7,425.00
50 % Balance Due Upon Presentation of Deliverables $ 7,425.00

Payment Terms & Reimbursements: Payments are due upon receipt and are considered late 10 days after the invoice date. After 10 days a 5% late fee will be assessed each month. All expenses will be billed at cost plus 15%. All payments shall be made without claim, reduction or offset for any purpose whatsoever. The vendor and contractor "community" shall be liable for damages resulting in their lack of performance. We do not profit from or make any warranty on their work or performance. (The cost for mileage will be billed at 55¢ per mile).

Client Requirements: Client is expected to provide an accurate organization chart identifying all current employees by department and manager. Additionally a current phone extension list is needed. Inaccurate information from client may result in additional charges.

Entire Agreement: The provisions contained in this agreement constitute the entire agreement by and between BANNING LIBRARY DISTRICT and TI and all-prior discussions or agreements, whether oral or written are incorporated within. TI is not bound by any representations or inducements not set forth herein. This agreement, our Proposal Service Descriptions, Schedule of Services, Structure of Fees, Service Agreement, Confidentiality Agreement and along with our Terms and Conditions constitute the entire Agreement, unless modified in writing and signed by BANNING LIBRARY DISTRICT and an authorized Officer of TI.
TERMS & CONDITIONS

General: This Agreement may not be amended except in writing, and signed by a duly authorized officer for both parties. Any attempt to assign or transfer any of the rights, duties or obligations herein shall render such attempted assignment or transfer null and void. The laws of this state shall in all respects govern this Agreement. The parties hereby agree that any dispute relating to the services stated hereunder shall be subject to the courts of jurisdiction for the State of California.

Procedures: Trendzitions shall control and direct all communication information and vendor pricing as it is Trendzitions’ responsibility to compile, evaluate, compare and provide said information. BANNING LIBRARY DISTRICT further agrees to release Trendzitions from all performance obligations and provide payment in full upon demand if BANNING LIBRARY DISTRICT neglects to adhere or interferes with these procedures as deemed by an officer of Trendzitions.

Limitation of Liability: In the performance of this Agreement, Trendzitions shall be liable only for the coordination, management and consulting services. Further, no liability will arise if the performances of such services are prevented by declared government emergencies, civil disturbance, strikes or other causes beyond Trendzitions’ control. BANNING LIBRARY DISTRICT agrees that neither Trendzitions nor its agents or employees shall be liable for any loss or damage to the BANNING LIBRARY DISTRICT’s agents or employees arising in connection with their performance. Our financial liability is limited to the amount paid for said services. The financial liabilities will stay with the selected vendors and their specific performance.

In no event shall Trendzitions, its agents or employees, be liable for indirect, incidental or consequential damages included without limitation, any loss of business, damage or expense directly or indirectly arising from contractor’s inability to deliver products or services as required by the BANNING LIBRARY DISTRICT. This responsibility shall be that of the vendor, supplier or contractor.

Indemnification: Trendzitions and BANNING LIBRARY DISTRICT shall each indemnify and hold each other harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, demands, and liabilities, including attorney’s fees claimed by any person, contractor, or organization to the extent caused by the other party related to its obligations or actions under this agreement.

BANNING LIBRARY DISTRICT       DATE       Trendzitions       DATE
CONFIDENTIALITY AGREEMENT

Client Authorization: Trendzitions, Inc. (TI) will be our authorized management and consulting firm. TI is authorized to notify various services including, but not limited to, telephone service, gas, electricity, and ordering new service transfers or disconnects on BANNING LIBRARY DISTRICT behalf. They may release any necessary information to complete the implementation of these services. BANNING LIBRARY DISTRICT shall have full financial responsibility for all utility fees, deposits, and closing bills incurred during said projects.

Non-Duplication & Disclosure: This agreement is designed to protect all documents produced and distributed by TI and to prevent their unauthorized use of distribution for any purpose. The enclosed information is confidential and proprietary to TI. Its creation and production are for the exclusive use of our clients or prospective clients. In addition, the client shall not publish, duplicate, distribute or reuse TI documents, procedures, or materials in any manner, for any purpose without the written consent of TI. BANNING LIBRARY DISTRICT will hold and maintain in the strictest confidence all documents in this proposal, and the provisions of this agreement shall survive the termination of this agreement. BANNING LIBRARY DISTRICT’s duty to hold confidential information in confidence shall remain in effect until the confidential information no longer qualifies as a trade secret or until TI sends written notice releasing BANNING LIBRARY DISTRICT from this agreement, whichever occurs first.

Confidentiality: All TI documentation is trade secrets of TI. These documents are not to be copied or distributed to any parties other than those listed in our proposal. BANNING LIBRARY DISTRICT promises to keep confidential, not copy or distribute any such TI materials, samples, or documents.

No TI documents may be released to any party other than those listed, without TI’s prior written approval and TI’s non-disclosure agreement signed in advance by the party to receive TI’s documents. In the event BANNING LIBRARY DISTRICT disclosed any of TI’s documents, BANNING LIBRARY DISTRICT agrees that TI will be entitled to equitable and injunctive relief, without bond, in addition to any other remedy to which TI may be entitled. The prevailing party in any lawsuit or arbitration shall be entitled to attorney’s fees.

Non-Solicitations: It is understood that TI’s clients and our employees are not to be solicited by our clients or vendors. A tremendous amount of time, training, and unique proprietary methods are used to develop these relationships, and a great deal of expense is incurred in securing both clients and employees.

This document combined with our Proposal Service Descriptions, Schedule of Services, Structure of Fees and Services Agreements along with our Term and Conditions form our complete and entire agreement, unless modified in writing and signed by BANNING LIBRARY DISTRICT and an authorized Officer of TI.

BANNING LIBRARY DISTRICT                DATE                Trendzitions                DATE
We appreciate your business and strive to provide you with an excellent experience. If for any reason you are not satisfied, please contact us immediately so we can adjust and improve our service.

Your Feedback is very important to us. We need your feedback to get it right and stay on track.

If you feel that we deserved anything less than 5 stars, please notify us right away so that we may resolve any issues you may have.

Thank you in advance.