

# DIXON PUBLIC LIBRARY

## Revenue & Expenditure Details as of May 31, 2014

FUND 426 - Operations	ANNUAL BUDGET @ 100%	YTD ACTUALS @ 92%	BUDGET BALANCE	ACTUALS AS A % OF BUDGET
<b>REVENUES: ACCT 9000, 9400, 9500, 9600, 9700</b>				
REVENUE FROM LIBRARY OPERATIONS	21,145.00	23,116.90	(1,971.90)	109%
REVENUE FROM STATE & COUNTY GOVT.	835,080.00	888,912.12	(53,832.12)	106%
REVENUE FROM GRANTS	54,800.00	45,848.95	8,951.05	84%
OTHER REVENUES	7,450.00	8,906.81	(1,456.81)	120%
<b>TOTAL REVENUES</b>	<b>918,475.00</b>	<b>966,784.78</b>	<b>(48,309.78)</b>	<b>105%</b>
<b>OPERATING EXPENDITURES; 1000, 2000, 3000 &amp; 4000</b>				
SALARIES & EMPLOYEE BENEFITS	547,550.00	409,413.89	138,136.11	75%
SERVICES & SUPPLIES	372,925.00	304,407.81	68,517.19	82%
OTHER CHARGES & FIXED ASSETS	82,000.00	18,466.13	63,533.87	23%
<b>TOTAL EXPENDITURES</b>	<b>1,002,475.00</b>	<b>732,287.83</b>	<b>270,187.17</b>	<b>73%</b>

FUND 428 - Public Facilities	ANNUAL BUDGET @ 100%	YTD ACTUALS @ 92%	BALANCE \$	BALANCE %
<b>Fees</b>				
<b>REVENUES</b>				
REVENUE FROM STATE & COUNTY GOVT.	0.00	129,080.45	(129,080.45)	
	0.00	129,080.45	(129,080.45)	
<b>OPERATING EXPENDITURES</b>				
OTHER CHARGES	0.00	0.00	0.00	
	0.00	0.00	0.00	

SORT ORDER: SECTION within BUREAU within DIVISION within DEPTMNT within SUBOBJ within CATEGORY within FUND

SELECT KEY      Status: EXI ; FUND: 426,428 ; BUDG CATEGORY: 1000-9999,EX8500

Fund	Fund Description	Dept.	Department Description						
Object	Description	Budget	Adjustments	Mo. Actual	YTD Actual	Encumbrance	Balance	Pct.	
426	DIXON PUBLIC LIBRARY DISTRICT	9886	DIXON PUBLIC LIBRARY						
1000	Salaries and Employee Benefits								
0001110	SALARY/WAGES REGULAR	262,681.00	0.00	33,282.72	181,297.57	0.00	81,383.43	69%	
0001121	SALARY/WAGES-EXTRA HELP	130,042.00	0.00	19,400.97	130,028.29	0.00	13.71	100%	
0001131	SALARY/WAGES OT/CALL-BACK	0.00	0.00	0.00	185.79	0.00	-185.79	9999%	
0001210	RETIREMENT-EMPLOYER	64,287.00	0.00	4,473.44	39,183.61	0.00	25,103.39	61%	
0001220	FICA-EMPLOYER	29,765.00	0.00	4,030.31	23,969.77	0.00	5,795.23	81%	
0001230	HEALTH INS-EMPLOYER	53,871.00	0.00	2,668.32	28,650.98	0.00	25,220.02	53%	
0001240	COMPENSATION INSURANCE	2,000.00	0.00	0.00	1,150.80	0.00	849.20	58%	
0001250	UNEMPLOYMENT INSURANCE	900.00	0.00	0.00	0.00	0.00	900.00		
0001260	DENTAL INS-EMPLOYER	4,004.00	0.00	301.06	3,740.30	0.00	263.70	93%	
0001270	ACCRUED LEAVE CTO PAYOFF	0.00	0.00	0.00	1,206.78	0.00	-1,206.78	9999%	
1000	Salaries and Employee Ben	547,550.00	0.00	64,156.82	409,413.89	0.00	138,136.11	75%	
2000	Services and Supplies								
0002028	TELEPHONE SERVICES	7,500.00	0.00	1,791.73	13,468.57	0.00	-5,968.57	180%	
0002035	HOUSEHOLD EXPENSE	3,000.00	0.00	77.31	2,034.13	0.00	965.87	68%	
0002055	INSURANCE-OTHER	12,800.00	0.00	0.00	12,977.64	0.00	-177.64	101%	
0002120	MAINTENANCE EQUIPMENT	8,300.00	0.00	370.11	5,118.13	0.00	3,181.87	62%	
0002140	MAINTENANCE-BLDGS & IMPRO	7,000.00	0.00	387.58	25,660.33	0.00	-18,660.33	367%	
0002141	MATERIALS AND SUPPLIES	3,000.00	0.00	0.00	0.00	0.00	3,000.00		
0002170	MEMBERSHIPS	5,000.00	0.00	181.00	4,911.05	0.00	88.95	98%	
0002175	MISCELLANEOUS EXPENSE	50.00	0.00	0.00	180.30	0.00	-130.30	361%	
0002176	FEES AND PERMITS	500.00	0.00	31.06	113.51	0.00	386.49	23%	
0002178	CASH/INVENTORY SHORTAGE	50.00	0.00	0.00	38.51	0.00	11.49	77%	
0002200	OFFICE EXPENSE	5,000.00	0.00	210.20	3,815.68	0.00	1,184.32	76%	
0002201	EQUIPMENT UNDER \$1,500	3,000.00	0.00	17.25	1,891.58	0.00	1,108.42	63%	
0002203	COMPUTER COMPONENTS <\$1,5	3,650.00	0.00	43.14	881.41	0.00	2,768.59	24%	
0002204	COMPUTER RELATED ITEMS:<\$	0.00	0.00	0.00	301.49	0.00	-301.49	9999%	
0002205	POSTAGE	1,000.00	0.00	187.84	756.30	0.00	243.70	76%	
0002220	MICROFILM/FICHE/PHOTO	0.00	0.00	0.00	1,900.00	0.00	-1,900.00	9999%	
0002235	ACCOUNTING & FINANCIAL SE	15,000.00	0.00	0.00	8,906.00	0.00	6,094.00	59%	
0002236	CONSULTING SERVICE	5,000.00	0.00	0.00	0.00	0.00	5,000.00		
0002238	ENGINEERING SERVICES	500.00	0.00	0.00	0.00	0.00	500.00		

SORT ORDER: SECTION within BUREAU within DIVISION within DEPTMNT within SUBOBJ within CATEGORY within FUND

SELECT KEY      Status: EXI ; FUND: 426,428 ; BUDG CATEGORY: 1000-9999,EX8500

Fund	Fund Description	Dept.	Department Description						
Object	Description	Budget	Adjustments	Mo. Actual	YTD Actual	Encumbrance	Balance	Pct.	
426	DIXON PUBLIC LIBRARY DISTRICT	9886	DIXON PUBLIC LIBRARY						
0002239	LEGAL SERVICE	30,000.00	0.00	2,038.60	24,687.40	0.00	5,312.60	82%	
0002245	CONTRACTED SERVICES	145,000.00	0.00	44,693.12	103,282.53	0.00	41,717.47	71%	
0002250	OTHER PROFESSIONAL SERVIC	8,000.00	0.00	0.00	10,363.60	0.00	-2,363.60	130%	
0002260	DATA PROCESSING SERVICES	50.00	0.00	0.00	0.00	0.00	50.00		
0002261	SOFTWARE MAINTENANCE & SU	1,500.00	0.00	734.85	2,719.18	0.00	-1,219.18	181%	
0002270	SOFTWARE	0.00	0.00	0.00	1,838.00	0.00	-1,838.00	9999%	
0002280	PUBLICATIONS AND LEGAL NO	250.00	0.00	0.00	0.00	0.00	250.00		
0002281	ADVERTISING/MARKETING	2,500.00	0.00	227.58	1,382.47	0.00	1,117.53	55%	
0002285	RENTS & LEASES - EQUIPMEN	5,500.00	0.00	424.67	4,012.61	0.00	1,487.39	73%	
0002295	RENTS & LEASES-BUILDINGS/	2,500.00	0.00	0.00	185.00	0.00	2,315.00	7%	
0002301	SMALL TOOLS & INSTRUMENTS	75.00	0.00	0.00	80.39	0.00	-5.39	107%	
0002310	EDUCATION & TRAINING	3,000.00	0.00	216.00	556.00	0.00	2,444.00	19%	
0002311	TUITION REIMBURSEMENT	500.00	0.00	0.00	268.47	0.00	231.53	54%	
0002312	SPECIAL DEPARTMENTAL EXPE	0.00	0.00	50.00	50.00	0.00	-50.00	9999%	
0002320	LIBRARY SOFTWARE	8,200.00	0.00	0.00	12.00	0.00	8,188.00		
0002322	LIBRARY ADULT BOOKS	15,000.00	0.00	513.36	17,889.64	0.00	-2,889.64	119%	
0002323	LIBRARY JUVENILE BOOKS	17,000.00	0.00	2,138.59	13,315.13	0.00	3,684.87	78%	
0002324	LIBRARY PERIODICALS/MICRO	5,500.00	0.00	0.00	5,880.82	0.00	-380.82	107%	
0002325	LIBRARY AUDIO-VISUAL	6,000.00	0.00	560.73	6,280.85	0.00	-280.85	105%	
0002326	LIBRARY BOOK RENTAL	5,700.00	0.00	0.00	0.00	0.00	5,700.00		
0002327	LIBRARY MATERIALS PROCESS	4,000.00	0.00	280.00	1,795.08	0.00	2,204.92	45%	
0002328	LIBRARY MATERIALS	9,300.00	0.00	225.00	5,949.77	0.00	3,350.23	64%	
0002335	TRAVEL EXPENSE	1,500.00	0.00	0.00	854.02	0.00	645.98	57%	
0002336	TRAVEL OUT-OF-STATE	0.00	0.00	974.91	3,531.19	0.00	-3,531.19	9999%	
0002337	MEALS/REFRESHMENTS	500.00	0.00	0.00	56.24	0.00	443.76	11%	
0002338	EMPLOYEE RECOGNITION	0.00	0.00	30.00	30.00	0.00	-30.00	9999%	
0002339	MANAGEMENT BUSINESS EXPEN	250.00	0.00	0.00	266.75	0.00	-16.75	107%	
0002355	PERSONAL MILEAGE	750.00	0.00	52.08	552.48	0.00	197.52	74%	
0002360	UTILITIES	15,000.00	0.00	852.48	12,081.55	0.00	2,918.45	81%	
0002361	WATER	5,000.00	0.00	267.93	3,532.01	0.00	1,467.99	71%	
2000	Services and Supplies	372,925.00	0.00	57,577.12	304,407.81	0.00	68,517.19	82%	
3000	Other Charges								
0003020	REFUND OF PRIOR YEAR CHAR	2,000.00	0.00	0.00	1,702.26	0.00	297.74	85%	
3000	Other Charges	2,000.00	0.00	0.00	1,702.26	0.00	297.74	85%	

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Fund	Fund Description	Dept.	Department Description						
Object	Description	Budget	Adjustments	Mo. Actual	YTD Actual	Encumbrance	Balance	Pct.	
426	DIXON PUBLIC LIBRARY DISTRICT	9886	DIXON PUBLIC LIBRARY						
4000	Fixed Assets								
0004201	BUILDINGS AND IMPROVEMENT	50,000.00	0.00	0.00	12,043.87	0.00	37,956.13	24%	
0004202	CONSTRUCTION IN PROGRESS	0.00	0.00	0.00	4,720.00	0.00	-4,720.00	9999%	
0004303	EQUIPMENT	5,000.00	0.00	0.00	0.00	0.00	5,000.00		
0004304	COMPUTER EQUIPMENT	25,000.00	0.00	0.00	0.00	0.00	25,000.00		
4000	Fixed Assets	80,000.00	0.00	0.00	16,763.87	0.00	63,236.13	21%	
9000	Taxes								
0009001	CURRENT SECURED	269,978.00	0.00	0.00	296,191.30	0.00	-26,213.30	110%	
0009002	CURRENT UNSECURED	19,942.00	0.00	0.00	22,058.47	0.00	-2,116.47	111%	
0009003	PRIOR UNSECURED	632.00	0.00	3.50	527.47	0.00	104.53	83%	
0009004	SUPPLEMENTAL SECURED	1,370.00	0.00	0.00	3,845.28	0.00	-2,475.28	281%	
0009005	PRIOR SECURED	1,450.00	0.00	0.00	34.64	0.00	1,415.36	2%	
0009015	LIBRARY SALES TAX - MEASU	520,645.00	0.00	32,387.31	519,249.65	0.00	1,395.35	100%	
0009018	UNITARY	17,363.00	0.00	0.00	17,375.59	0.00	-12.59	100%	
0009020	ABX1 26 PASS THROUGH	0.00	0.00	11,924.15	26,468.60	0.00	-26,468.60	9999%	
9000	Taxes	831,380.00	0.00	44,314.96	885,751.00	0.00	-54,371.00	107%	
9400	Revenue From Use Of Money/Prop								
0009401	INTEREST INCOME	3,250.00	0.00	0.00	2,156.81	0.00	1,093.19	66%	
0009405	BUILDING RENTAL	4,200.00	0.00	0.00	6,750.00	0.00	-2,550.00	161%	
9400	Revenue From Use Of Money	7,450.00	0.00	0.00	8,906.81	0.00	-1,456.81	120%	
9500	Intergovernmental Revenues								
0009505	STATE HIGHWAY RENTALS	0.00	0.00	0.00	1.67	0.00	-1.67	9999%	
0009507	HOMEOWNERS PROPERTY TAX R	3,700.00	0.00	1,300.95	3,159.45	0.00	540.55	85%	
0009591	GRANT REVENUE	54,800.00	0.00	5,115.95	45,848.95	0.00	8,951.05	84%	

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SELECT KEY      Status: EXI ; FUND: 426,428 ; BUDG CATEGORY: 1000-9999,EX8500

Fund	Fund Description	Dept.	Department Description					
Object	Description	Budget	Adjustments	Mo. Actual	YTD Actual	Encumbrance	Balance	Pct.
426	DIXON PUBLIC LIBRARY DISTRICT	9886	DIXON PUBLIC LIBRARY					
9500	Intergovernmental Revenue	58,500.00	0.00	6,416.90	49,010.07	0.00	9,489.93	84%
9600	Charges For Services							
0009603	PHOTO/MICROFICHE COPIES	4,000.00	0.00	526.60	4,281.15	0.00	-281.15	107%
0009605	LIBRARY FINES	12,000.00	0.00	935.74	10,201.06	0.00	1,798.94	85%
9600	Charges For Services	16,000.00	0.00	1,462.34	14,482.21	0.00	1,517.79	91%
9700	Misc Revenues							
0009702	CASH OVERAGE	0.00	0.00	1.60	-2.25	0.00	2.25	9999%
0009703	OTHER REVENUE	845.00	0.00	750.00	6,004.90	0.00	-5,159.90	711%
0009704	DONATIONS AND CONTRIBUTIO	2,800.00	0.00	35.00	1,312.50	0.00	1,487.50	47%
0009708	MISCELLANEOUS SALES-OTHER	1,500.00	0.00	110.00	1,319.54	0.00	180.46	88%
9700	Misc Revenues	5,145.00	0.00	896.60	8,634.69	0.00	-3,489.69	168%
Total Revenue		918,475.00	0.00	53,090.80	966,784.78	0.00	-48,309.78	105%
Total Expense		1,002,475.00	0.00	121,733.94	732,287.83	0.00	270,187.17	73%
				=====	=====			
				-68,643.14	234,496.95			

SORT ORDER: SECTION within BUREAU within DIVISION within DEPTMNT within SUBOBJ within CATEGORY within FUND

SELECT KEY Status: EXI ; FUND: 426,428 ; BUDG CATEGORY: 1000-9999,EX8500

Fund Fund Description

=====  
428 DIXON PUBLIC LIB DISTRICT-PFF

Object	Description	Budget	Adjustments	Mo Actual	YTD Actual	Encumbrance	Balance	Pct.
=====	=====	=====	=====	=====	=====	=====	=====	=====
9400	Revenue From Use Of Money/Prop							
0009401	INTEREST INCOME	0.00	0.00	0.00	632.83	0.00	-632.83	9999%
9400	Revenue From Use Of Money	0.00	0.00	0.00	632.83	0.00	-632.83	9999%
9600	Charges For Services							
0009601	CAPITAL FACILITIES FEES	0.00	0.00	0.00	128,447.62	0.00	-128,447.62	9999%
9600	Charges For Services	0.00	0.00	0.00	128,447.62	0.00	-128,447.62	9999%
Total Revenue		0.00	0.00	0.00	129,080.45	0.00	-129,080.45	9999%
Total Expense		0.00	0.00	0.00	0.00	0.00	0.00	
				=====	=====			
				0.00	129,080.45			

DIXON PUBLIC LIBRARY DISTRICT

**LIBRARY ASSISTANT I**

JOB DESCRIPTION

**DEFINITION**

Under general direction of the District Librarian and the direct supervision of the Administrative Support Manager, performs a wide variety of paraprofessional technical and clerical library work related to such activities as

- circulation (including Circulation Desk assignments)
- children's services
- interlibrary loan
- collection acquisition, processing and management
- record maintenance (both fiscal and general statistical)
- patron assistance
- staff coordination.

**WORKING CONDITIONS**

Work is conducted primarily in an office/library setting. It includes pressure generated by frequent telephone and on-site customer service requests, computer assistance, on-site and off-site programs, interruptions, deadlines, maintaining decorum in a diplomatic manner, explanation and interpretation of library policies, and resolution of disputed charges. Shelving, shelf-reading and collection maintenance are a part of the work. Conditions include regular evening and weekend duties. May be involved with directing the work of library aides.

**PHYSICAL DEMANDS**

Work may include prolonged sitting and use of keyboard/mouse, as well as moderate lifting, carrying, reaching, stooping, pulling and pushing activities. Handling of books and other library materials in a variety of ways (circulation procedures, cataloging, technical processing, shelving and shifting, weeding, etc.) is involved. Use, testing and adjustment of various office machines (printers, copiers, fax, etc. is involved. Manual dexterity, clear speech and hearing/visual acuity are necessary.

## **DISTINGUISHING CHARACTERISTICS**

This classification is expected to know and demonstrate standard library procedures, and to be able to perform a full range of library duties such as cataloging, bibliographic searching and use of a wide variety of on-line and print reference sources and materials with only occasional instruction or assistance. The ability to implement clerical techniques and office methods to assigned duties is needed. Familiarity with automated library systems and office equipment is required.

## **GENERAL EXPECTATIONS**

- Understand and follow written and oral instructions
- Perform detailed tasks with speed and accuracy
- Quickly learn and practice library policies, procedures and rules
- Understand and perform all jobs on a multi-task oriented basis
- Communicate effectively with a wide variety of people including other staff members
- Work a schedule which helps to cover all open library hours (days, evenings, Saturdays and emergencies)
- Establish and maintain a harmonious and cooperative working relationship with others.

## **EXAMPLES OF DUTIES**

- Provide coverage at Circulation Desk
- Help with pre-school storytimes and reading programs
- Assist with staff and volunteer training
- Handle interlibrary loans and keep monthly statistics; process reports
- Assist at all public service stations
- Assist with fiscal processes as assigned
- Assist with cataloging and processing of materials
- Assist with collection maintenance and development
- Assist with adult programs
- Assist the public in use of programs loaded on public PCs

## **MINIMUM QUALIFICATIONS**

### ▪ **EDUCATION**

Community college graduate (~~two years of full-time enrollment~~)

### ▪ **EXPERIENCE**

At least three years of ~~paid~~ library experience at a



~~paraprofessional level in a public or academic library~~

▪ **COMPUTER SKILLS**

Demonstrated knowledge of personal computer applications (including use of browser software, Windows, email, word processing) required

**DESIRABLE QUALIFICATION**

- The ability to speak and read Spanish is a desirable qualification.
- Possession of a B.A. is a desirable qualification.

# Dixon Public Library District

## POLICY AND PROCEDURE HANDBOOK

**POLICY TITLE:** Compensation  
**POLICY NUMBER:** 3150

**3150.1** It is the objective of the Library District to provide fair and equitable salaries for library employees; to maintain salary schedules which serve to recognize the contributions of, and which serve to retain the services of, long-term library employees; to offer salaries which enable the Library District to recruit and hire new employees with professional skills and abilities.

**3150.1.1** Salary schedules should ensure that the Library District's salaries are at, and remain at, the mid-point in comparison with the salary schedules for comparable positions of adjacent library jurisdictions in Solano, Yolo and Napa counties.

**3150.1.2** If, at the point of annual budget adoption, current salary schedules as adjusted by any approved cost-of-living adjustment factor do not serve to place the Library District's salaries at the mid-point, the District Librarian will develop a salary equity adjustment plan for mid-year discussion and possible implementation by the Library Commission.

**3150.2** All newly appointed employees will be paid at the first step of the salary range for the position to which the employee is appointed except as provided elsewhere herein; provided, however, that if the District Librarian finds that a qualified applicant cannot be successfully recruited at the first step of the salary range, he/she may authorize an appointment at an advanced step of the salary range.

**3150.3** All employees will advance to the next highest step on the salary schedule as follows:

**3150.3.1** At the conclusion of a six (6) month period after the initial appointment, an employee will advance to the next step on the salary schedule.

**3150.3.2** At the conclusion of every twelve (12) month period following the six (6) month period described in section 3150.3.1, the employee will advance to the next step on the salary schedule. An employee cannot advance any higher than the highest step on a salary schedule.

**3150.3.3** Longevity pay is earned in the timeframes and at the rates shown:

- Five (5) years of continuous service / 2% added to salary
- Ten (10) years of continuous service / 3% added to salary
- Fifteen (15) years of continuous service / 4% added to salary
- Twenty (20) years of continuous service / 5% added to salary

*add: Effective July 1, 2017, Longevity Pay shall be available to all regular employees (full-time and part-time)*

**CONSTRUCTION AGREEMENT FOR DIXON PUBLIC LIBRARY  
DISTRICT REROOFING PROJECT**

**AT**

**DIXON PUBLIC LIBRARY, MILLER BUILDING**

**230 N. FIRST STREET DIXON, CA, 95620**

**BETWEEN**

**DIXON PUBLIC LIBRARY DISTRICT**

**AND**

**ROI COMMERCIAL ROOFING SYSTEMS**

## TABLE OF CONTENTS

ARTICLE I. SCOPE OF WORK .....	1
ARTICLE II. TIME OF COMPLETION .....	1
ARTICLE III. LIQUIDATED DAMAGES .....	1
ARTICLE IV. AGREEMENT PRICE .....	2
ARTICLE V. HOLD HARMLESS AGREEMENT.....	2
ARTICLE VI. PROVISIONS REQUIRED BY LAW .....	3
ARTICLE VII. COMPONENT PARTS OF THE AGREEMENT .....	3
ARTICLE VIII. PREVAILING WAGES.....	4
ARTICLE IX. RECORD AUDIT.....	4
ARTICLE X. CONTRACTOR'S LICENSE.....	4
ARTICLE XI. GENERAL TERMS AND CONDITIONS .....	4
GUARANTEE .....	8
INSURANCE REQUIREMENTS.....	9
CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE .....	12
CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY .....	14
CONTRACTOR'S CERTIFICATION REGARDING BACKGROUND CHECKS .....	15
SPECIFICATIONS.....	17
PLANS AND DRAWINGS.....	18

## **AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2014 in the County of Solano of the State of California, by and between the DIXON PUBLIC LIBRARY DISTRICT, a California public library district (“DISTRICT”), and ROI COMMERCIAL ROOFING SYSTEMS, a California sole proprietorship (“CONTRACTOR”).

**WITNESSETH** that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

### **ARTICLE I. SCOPE OF WORK**

The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the DIXON PUBLIC LIBRARY DISTRICT MILLER BUILDING REROOFING PROJECT in strict accordance with the agreement documents enumerated in ARTICLE VII below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation. Where applicable, the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (“DSA”), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the agreement documents and the CONTRACTOR protests, in accordance with the agreement documents, that the act or omission is preventing the CONTRACTOR from fully complying with the agreement documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the agreement documents.

### **ARTICLE II. TIME OF COMPLETION**

Once the CONTRACTOR has received a notice to proceed, the CONTRACTOR shall complete the work within \_\_\_\_\_ (\_\_\_) calendar days from receipt of the notice to proceed. It is expressly understood that time is of the essence.

### **ARTICLE III. LIQUIDATED DAMAGES**

It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of FIVE HUNDRED DOLLARS (\$500) per calendar day for each and every day of delay beyond the time set forth in ARTICLE II of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the agreement. This ARTICLE shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the agreement documents.

**ARTICLE IV.**  
**AGREEMENT PRICE**

Upon completion of the Scope of Work, the DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the Agreement the sum of FOURTEEN THOUSAND TWO HUNDRED SEVEN DOLLARS (\$14,207.00).

Should any Change Order result in an increase in the agreement price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

**ARTICLE V.**  
**HOLD HARMLESS AGREEMENT**

CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action, including attorneys fees, or other proceeding based upon such act, omission, breach or as otherwise required by this ARTICLE.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the agreement documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or

injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein ARTICLE V and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

#### **ARTICLE VI. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

#### **ARTICLE VII. COMPONENT PARTS OF THE AGREEMENT**

This Agreement consists of the following documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

This Agreement  
Guarantee  
Insurance Requirements  
Contractor's Certificate Regarding Drug-Free Workplace  
Contractor's Certificate Regarding Alcohol Beverage & Tobacco-Free Policy  
Contractor's Certification Regarding Background Checks & Attachment "A"  
Specifications  
Drawings/Plans

All of the above named agreement documents are intended to be complementary. Work required by one of the above-named agreement documents and not by others shall be done as if required by all.

**ARTICLE VIII.**  
**PREVAILING WAGES**

Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Agreement as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720, *et seq.*)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000, *et seq.*)

**ARTICLE IX.**  
**RECORD AUDIT**

In accordance with Government Code section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE X.**  
**CONTRACTOR'S LICENSE**

The CONTRACTOR must possess throughout the Project a Class C39 Contractor's License, issued by the State of California, which must be current and in good standing.

**ARTICLE XI.**  
**GENERAL TERMS AND CONDITIONS**

The following Terms and Conditions shall be made part of this Agreement.

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.



3. ASSIGNMENT: This Agreement is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the DISTRICT in the form of a formal written amendment.

4. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend and save harmless the DISTRICT, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CONTRACTOR in the performance of this Agreement.

5. CONFLICT OF INTEREST: No director, officer, official, representative, agent or employee of any party shall have any financial interest, direct or indirect, in this Agreement.

6. DISPUTES: CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute. Jurisdiction and venue is agreed to be in the appropriate courts in the County of Solano, State of California.

7. TERMINATION FOR CAUSE: DISTRICT may terminate this Agreement and be relieved of any payments should the CONTRACTOR fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by the DISTRICT. All costs to the DISTRICT shall be deducted from any sum due the CONTRACTOR under this Agreement and the balance, if any, shall be paid to the CONTRACTOR upon demand.

8. LEGAL COMPLIANCE: CONTRACTOR shall observe and comply with all federal, state, and city laws, rules and regulations applicable to the deliverables under this Agreement.

(a) CONTRACTOR and its subcontractors, if any, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination. CONTRACTOR shall comply with the Americans with Disabilities Act ("ADA") of 1990 which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

9. INDEPENDENT CONTRACTOR: CONTRACTOR, and the agents and employees of CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the DISTRICT.

10. TIMELINESS: Time is of the essence in this Agreement.

11. COMPENSATION: The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR'S expenses incurred in the

performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

12. GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

13. FUNDING OUT: In the event that the DISTRICT is denied funding and is unable to provide for reasonable operating expenses within its budget, this Agreement may be cancelled without fine, penalty or lease buy-out requirement to the DISTRICT. DISTRICT shall provide a minimum of thirty (30) days written notice, and substantiate such claim to the CONTRACTOR. If applicable, equipment remaining under lease will be returned to the CONTRACTOR at the expense of the DISTRICT.

14. FORCE MAJEURE: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor dispute; civil disorders; fire; flood; lockouts; or failures or refusals to act by governmental authority or other similar occurrence beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. If an event of force majeure prevents the Contractor's performance, the following shall apply:

(a) CONTRACTOR shall send written notice to the DISTRICT of the CONTRACTOR'S inability to perform in accordance with the Agreement. The notice shall contain all facts which show the condition which prevents performance. CONTRACTOR shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of the Agreement by DISTRICT or no later than the date specified in the Agreement for delivery or other performance, whichever is applicable.

(b) DISTRICT may cancel the Agreement, entirely or in part.

(c) The CONTRACTOR shall not make any delivery or otherwise attempt to perform under this Agreement, except on the basis of issuance by the DISTRICT of a new Agreement or other written instruction.

15. DISPUTE RESOLUTION: In the event any dispute arises under the terms of this Agreement, the parties involved in the dispute shall meet and confer within seventy-two (72) hours of the request of any party with the objective of negotiation in good faith to resolve such disputes. If, within seven (7) calendar days of this meeting, or such longer period as may be agreed upon by the parties, the dispute cannot be resolved by the Representatives to the parties' mutual satisfaction, the parties shall mutually select a mediator to facilitate the resolution of the dispute by mediation. The parties requesting mediation shall request a list of five mediators from the Judicial Arbiter Group ("JAG") in Solano County, California. Each party, beginning with the party requesting mediation, will strike one name from the list until one name remains, which shall be the mediator. The mediator shall conduct such proceedings as he or she deems

appropriate to resolve the dispute. The fees and expenses of the mediator shall be divided equally between the parties, provided each party shall be responsible for their own costs, including the costs of counsel, related to the mediation. Absent written agreement of the parties to the contrary, the mediation process shall be completed or terminated within forty-five (45) days of the initial request for mediation.

16. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. ENTIRE AGREEMENT, WAIVER AND AMENDMENTS: This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by all of the parties hereto.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above named parties, on the day and year first above written.

DIXON PUBLIC LIBRARY DISTRICT

ROI COMMERCIAL ROOFING SYSTEMS

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

\_\_\_\_\_  
Typed or Printed Name

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

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

## GUARANTEE

Guarantee for Dixon Public Library District Reroofing Project. We hereby guarantee that the roofing materials (Dens Deck and membrane roof system) which we have installed on the Dixon Public Library Miller Building has been done in accordance with the agreement documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements of the Agreement. The undersigned agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of twenty (20) years from the date of the Notice of Completion of the above-mentioned structure by the Dixon Public Library District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the Dixon Public Library District, but not later than ten (10) days after being notified in writing by the Dixon Public Library District, the undersigned authorizes the Dixon Public Library District to proceed to have said defects repaired and made good at the expense of the undersigned, who will pay the costs and charges therefor upon demand.

Countersigned

\_\_\_\_\_  
(Proper Name)

\_\_\_\_\_  
(Proper Name)

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

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

\_\_\_\_\_  
(Signature of Subcontract or Contractor)

\_\_\_\_\_  
(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

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

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

Phone Number: \_\_\_\_\_

## INSURANCE REQUIREMENTS

The Contractor shall not commence work until it has obtained all the insurance required in this Form, and such insurance has been approved by the Dixon Public Library District.

A. Contractor shall obtain and maintain the following policies and coverage. The insurance furnished by the Contractor shall provide coverage in amounts not less than the following:

(1) Comprehensive or Commercial Form General Liability Insurance: on an occurrence basis, covering work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

\$1,000,000 General Aggregate

\$1,000,000 Each Occurrence - combined single limit for bodily injury and property damage.

(2) Business Automobile Liability Insurance: on an occurrence basis, covering owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:

\$1,000,000 Each Accident—combined single limit for bodily injury and property damage.

(3) Workers' Compensation: including Employers Liability limits of \$1,000,000 and other limits as required under California law.

B. Contractor shall submit to the Dixon Public Library District certificates of insurance and original endorsements to the policies of insurance required by this Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the Dixon Public Library District, except for non-payment of premium for which notice shall be ten (10) days). Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the work is accepted as complete. The Dixon Public Library District requires the Contractor to furnish the Dixon Public Library District complete, certified copies of all required insurance policies. The Contractor shall notify the Dixon Public Library District in writing of any material change in insurance coverage.

C. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the Dixon Public Library District, their officers, employees, representatives, and agents shall be covered as additional insured(s). The additional insured endorsement shall be an ISO CG 20 10

(11/85), or an ISO CG 20 10 (10/93 or 07/04) and ISO CG 20 37 (10/93 or 07/04) or their equivalent as determined by the Dixon Public Library District in its sole discretion.

(2) For any claims related to the work, the Contractor's insurance coverage shall be primary insurance as respects the Dixon Public Library District; their officers, employees, representatives, and agents. Any insurance or self-insurance maintained by the Dixon Public Library District, their officers, employees, representatives, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

(3) Each insurance policy required by this Section shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the Dixon Public Library District, except for non-payment of premium for which notice shall be ten (10) days).

(4) The Dixon Public Library District, their officers, employees, representatives, and agents shall not by reason of their inclusion as additional insured(s) incur liability to the insurance carriers for payment of premiums for such insurance.

D. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A:VII or equivalent carrier otherwise acceptable to the Dixon Public Library District.

E. Miscellaneous.

(1) Any deductible under any policy of insurance required in this Form shall be Contractor's liability.

(2) Acceptance of certificates of insurance by the Dixon Public Library District shall not limit the Contractor's liability under this Agreement.

(3) In the event the Contractor does not comply with these insurance requirements, the Dixon Public Library District may, at its option, provide insurance coverage to protect the Dixon Public Library District. The Contractor shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Contractor, the Dixon Public Library District may pay for the insurance from Agreement sums otherwise due the Contractor.

(4) If the Dixon Public Library District is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Dixon Public Library District for all such damages.

(5) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

## CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and require such employee agree to abide by the terms of that statement.



I also understand that if the Dixon Public Library District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350, *et seq.*

I acknowledge that I am aware of the provisions of Government Code sections 8350, *et seq.*, and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: \_\_\_\_\_

\_\_\_\_\_  
ROI COMMERCIAL ROOFING SYSTEMS

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

Signature

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE and  
TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the Dixon Public Library District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on Dixon Public Library District -owned or leased buildings, on Dixon Public Library District property and in Dixon Public Library District vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_  
ROI COMMERCIAL ROOFING SYSTEMS

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

Signature

**CONTRACTOR'S CERTIFICATION REGARDING BACKGROUND CHECKS**

(Modernization Projects)

\_\_\_\_\_ certifies that it has performed one of the following:

*[Name of contractor/consultant]*

Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Dixon Public Library District, pursuant to the contract/Agreement dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

- 1) The installation of a physical barrier at the worksite to limit contact with pupils.
- (2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
ROI COMMERCIAL ROOFING SYSTEMS

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

ATTACHMENT "A"

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*

## SPECIFICATIONS

- Remove existing roof system on upper portion of Miller building, clean and dispose of all related debris.
- Remove existing roof system on lower portion of Miller building facing East B Street, clean and dispose of all related debris.
- Install ¼ inch Dens Deck for class A fire rating.
- Install 60 mil Versico TPO membrane roof system.
- Install new metal at parapet walls.
- Any dry-rot found will be replaced at an additional cost agreed upon in writing.
- Obtain permits and schedule all inspections.
- Twenty year warranty on roof system.
- All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal.
- All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, flood, and other necessary insurance. ROI COMMERCIAL ROOFING SYSTEMS workers are fully covered by Worker's Compensation insurance.

**PLANS AND DRAWINGS**

(Attached)



**PROPOSAL**

PHONE:  
707.678.5447

DATE:  
5.19.2014

**COMMERCIAL ROOFING SYSTEMS**

CA LIC. 746762

OWNER:  
City of Dixon

JOB NAME / LOCATION:  
Dixon Library/ Miller Bldg.  
200-206 N 1<sup>st</sup> Street  
Dixon, Ca. 95620

CONTACT:  
Susan B Werrin

FAX:

OTHER:

**Thank you for considering ROI COMMERCIAL ROOFING SYSTEMS. We hereby submit specifications & estimates for the**

SCOPE OF WORK:

- Remove existing roof system on upper portion of Miller building, clean and dispose of all related debris.
- Remove existing roof system on lower portion of Miller building facing East B st, clean and dispose of all related debris.
- Install ¼ in Dens Deck for class A fire rating.
- Install 60 mil Versico TPO membrane roof system.
- Install new metal at parapet walls.
- Any dry-rot found will be replaced at an additional cost agreed upon in writing.
- Obtain permits and schedule all inspections.
- Twenty year warranty on roof system.
- This proposal is good for 60 days.

**WE PROPOSE** hereby to furnish material and labor – complete with the above specifications, for the sum of: **14,207.00**

**BALANCE DUE UPON COMPLETION OF JOB.**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over & above this proposal.

All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, flood, and other necessary insurance. ROI COMMERCIAL ROOFING SYSTEMS workers are fully covered by Worker’s Compensation insurance.

Authorized Signature:

NOTE: If not accepted within 30 days, this proposal may be withdrawn by ROI COMMERCIAL ROOFING SYSTEMS.

**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are satisfactory and hereby accepted.

I have read, understand, and agree to the ROI COMMERCIAL ROOFING SYSTEMS Terms & Conditions above.  
You are authorized to do the work as specified.  
Payments will be made as outlined above.

\_\_\_\_\_  
(Contracting Owner – sign & date)

\_\_\_\_\_  
(ROI COMMERCIAL ROOFING SYSTEMS. – Authorized Rep sign & date)

\_\_\_\_\_  
(If more than one contracting owner, second owner sign/date)



**GOVERNING BOARD OF LIBRARY TRUSTEES**

**2014 MEETING CALENDAR**

**SECOND THURSDAY OF EACH MONTH AT 7 P. M.**

**JULY 10, 2014**

**AUGUST 14, 2014**

**SEPTEMBER 11, 2014**

**OCTOBER 9, 2014**

**NOVEMBER 13, 2014**

**DECEMBER 11, 2014**



Minutes—Draft  
DIXON PUBLIC LIBRARY DISTRICT  
GOVERNING BOARD OF LIBRARY TRUSTEES  
7:00 P. M., THURSDAY, MAY 15, 2014

REGULAR MEETING

MEETING LOCATION  
DIXON CITY COUNCIL CHAMBERS  
600 EAST A STREET, DIXON, CA 95620

**1. Call to Order**

Mr. Gabby called the meeting to order at 7 pm

**2. Closed session**

No public comments on closed session

**3. Business meeting**

**a. Pledge of Allegiance**

Pledge of Allegiance said

**b. Roll Call**

Trustees

**John Gabby, President**—present

**Andrew Bloom, Vice President**—present

**Guy Garcia, Clerk**—present

**Caitlin O'Halloran, Member**—present

**Joe DiPaola, Member**—present

Staff

**Steve Arozena, Library Director**—present

**4. Notice to the Public**

None

**5. Correspondence**

None

**6. Consent Agenda**

None

**7. Public Comment**

None

**8. Guests & Presentations**

None

## 9. Director's Report

### ■ **New Roof for Miller Building**

- Mr. Arozena began by inviting board members and the public to tour the building if they are interested. He stated that there is a report from an architect stating that the building is salvageable. The building is in disrepair. There was some work done to keep the roof from leaking but some of the ceiling tiles have fallen in.
- Mr. DiPaola provided some historical background and pointed out that when Mr. Atkins was director, it was assumed that the building would be torn down and therefore no maintenance occurred. The prior board after finding that the building would remain approved roof repair.
- Mr. Arozena stated that the Library had received two bids to replace the roof and the option to reseal the roof rather than replace it was not viable. He then said that samples of the roofing material had been passed out to the Board.
- Mr. DiPaola asked if this was beyond the scope of projects Mr. Moreno could work on.
- Mr. Arozena stated that it was beyond the scope of projects Mr. Moreno works on. He restated that he had two estimates, one of which was significantly less than the other and that he recommends the less expensive of the two.
- Mr. Garcia noted that the contract states that if extensive dry rot is found that that will incur an additional expense.
- Mr. Arozena agreed that the contract states that.
- Mr. DiPaola asked if we could add it to the next agenda as an information/discussion/action item as the cost is above what can be approved otherwise.
- Mr. Arozena said that was possible.

### ■ **State of Budget**

- Mr. Arozena stated that from viewings of prior Board meetings that the budget is a recurrent theme. He stated that Patrick had told him that he (Patrick) had never seen the budget. Mr. Arozena presented the board with the latest budget, that of April 15 and stated that the budget reports come out on the 15<sup>th</sup> of each month.
- Mr. Gabby remarked on the small size of the presented budget and asked the Board if they wanted to receive it every month.
- Mr. Arozena stated that he would provide the Board with monthly updates on the budget.
- Mr. Garcia noted that the budget does not look bad.
- Mr. Arozena stated that from his past experience that the library budget is public record.

- Mr. DiPaola and Mr. Garcia agreed.
- Mr. Gabby suggested having extra copies available for the public.
- Mr. Arozena agreed that would be possible.
- Mr. DiPaola suggested that an independent auditor be hired to look at the records

- **Increase Library Involvement in Organizations**

- Mr. Arozena stated that he wanted to see the library become more involved in professional organizations to keep abreast of current issues in librarianship. He joined ALA and purchased a library membership for REFORMA, the library organization whose mission is to serve Hispanics in libraries.
- Mr. DiPaola stated that he would like to see a Spanish translation button available on the website.
- Mr. Arozena replied that Jim Craner who is in charge of the website redesign is looking into that.
- Mr. Arozena stated that he would like to see a staff member attend the next American Library Association conference and detailed projected costs. He then stated that next year's (2015) conference will be in San Francisco and that the California Library Association conference will be in Oakland in November.
- Mr. Gabby said he views this as continuing training and had no problem funding it.

- **New Website**

- Mr. Arozena stated that the new website is up and running as of today. Mr. Arozena asked all board members to have a look at it and give him feedback.
- Mr. DiPaola requested that all domain names (dixonlibrary.com, .net and .org) all point to the same place. He also wanted to make sure that the link to the correct library Facebook page is on the website.
- Mr. Arozena stated that there are two Facebook pages, one that is kept up to date, the other is not. Efforts have been made to get rid of the bad one, but have not yet been successful.
- Ms. O'Halloran stated that she had looked at the new website and found it easy to use and well-organized.
- Mr. DiPaola interjected that anything would be better than the old website.
- Mr. Arozena stated that the reason that more recent websites are designed for easy use is the Web Accessibility Initiative, which lays standards for design to accommodate users with visual impairments and for all websites to be usable on all mobile devices.
- Mr. DiPaola asked for an update on when the transition to a new server/cloud storage capability would happen.

- Mr. Arozena stated that a representative from Progent would be on site in the next day or so to assess the physical state of the computer system as a whole and make recommendations on how to proceed.
- Mr. DiPaola asked for an estimate on when the new e-mail system would take place.
- Mr. Arozena stated that once the cabling issues were rectified the e-mail update will happen.
- **Shift Planning**
- Mr. Arozena explained that Shift Planning is the name of the new software we are utilizing for scheduling and payroll. It will help streamline the current system and help eliminate human error. He explained the current system and how employees pencil in their hours on a daily basis. He also stated that the system employs a time clock feature that will be used to keep track of hours. The feature of the system that takes photos of people as they login will not be implemented. He also explained that full-time staff members will have the option of logging in remotely.
- **Granicus Training**
- Mr. Arozena stated that the scheduled Granicus training was cancelled as the trainer could not make her presentation. He explained that this is the software that allows direct posting of board minutes and video to the website.
- **IT Contract**
- Mr. Arozena said that the contract with Lowell Switzer is expiring June 30<sup>th</sup> and will not be renewed. After consulting with an attorney, he was advised that the Education Code prohibits maintaining the same vendor for more than five years. The library is switching to Progent which is contracted through the Galecea Group.
- Mr. DiPaola pointed out that we will save much money by doing so.
- **Weed abatement/cleanup of properties**
- Mr. Arozena stated that the lot behind the library which is library property was mowed.
- Mr. Gabby asked what the cost of the service was.
- Mr. Arozena stated he believed it to be \$290 which included a future visit.
- Mr. Gabby asked if that included controlling the weeds at the line of the fence.
- Mr. Arozena stated that he believed that was so. He then stated that the house that is adjacent to that property will be looked after by Pedro Moreno to keep it from deteriorating further.
- **Problems with fire alarms fixed**
- Mr. Arozena stated that there were two fire alarms that were ringing improperly. The problems have been fixed.

■ **Furniture purchase/mats**

- Mr. Arozena stated that he purchased five new tables for the library. The library is down to one large study table after others had broken. The new tables should arrive by the end of the month. Two new floormats have come in and are at the entrance to the library. Two new booktrucks have arrived in the children's department. They arrived without wheels, which should arrive soon.

■ **Water backflow status**

- Mr. Arozena stated that an inspector came by two weeks ago to look at the state of the backflow repair. He stated that most of the project is complete with the exception of one valve that needs to be replaced. He is awaiting a complete report from the inspector.

■ **Children's activities**

- Mr. Arozena said that Adrienne Gass is the new children's librarian and that she will be running a Summer Reading Club. People can sign up their children online and keep track of the books read and prizes.
- Mr. DiPaola asked that Ms. Gass contact him and he will show her the migrant camp.
- Mr. Arozena asked if might come along.
- Mr. DiPaola replied in the affirmative.
- Mr. Arozena informed the Board of new storytimes for babies and toddlers offered by the library. He stated that Ms. Gass would like to begin an early literacy program for kids 0-5. He also stated that the library will have iPads for children to use that will require a sign in by a staff member to keep adults from using them. The iPads will have educational games loaded on them. He also said that she is embarking on a series of school visits to promote the Summer Reading Club.
- Mr. Garcia said he thought it would be a good idea for her to meet with the new curriculum director.

■ **Archives**

- Mr. Arozena stated that he would like to get an intern from San Jose State or Sacramento State to help with the archives. There are two areas that need help: organization and preservation.
- Mr. DiPaola stated that there should be a backup disc separate from the actual archives with all the information on it.
- Mr. Arozena stated that Catherine was in the process of running a backup of the storage system. He then explained that not everything in the archives was housed on the system. He also stated that if interns are used that they would work closely with staff and/or volunteers who know the history of Dixon.

■ **Public Comment on Director's Report**

- Joe Dengler said he was unsure as to what action was taken on the roofing proposal for the Miller Building.
- Mr. Gabby stated that the decision was to bring back the proposal for action at the next meeting.
- Mr. Dengler pointed out that the contract would expire within 30 days.
- Mr. Gabby expressed his opinion that an extension to the contract would not be a difficult process.
- Mr. Dengler expressed his opinion regarding time clocks with what is commonly known as a "Bronx cheer" or a "raspberry." He stated that he thinks time clocks have a negative effect on staff morale.

■ **Ongoing Business**

■ **Expansion of library hours to include Sunday 1-5**

- Mr. Arozena stated that the item was placed on the agenda at the suggestion of Mr. DiPaola. He stated that the estimate for personnel costs prepared by the interim director, Patrick Newell was \$9600 per year to keep the library open on Sunday.
- Mr. DiPaola said it was tragic that we are not open Sundays and that the cost of keeping the building open would be minimal and allow more people to use the facility. The extra hours would allow people from the migrant camp to use the library computers.
- Mr. Gabby agreed that it would be a good thing to allow the migrant kids and other children access on Sundays.
- Mr. Arozena said that the topic was discussed at the last library staff meeting.
- Mr. Garcia moved to pass motion then expressed interest in seeing what the cash reserve from budget is.
- Mr. Bloom asked to amend the motion to see how the Sunday hours are working after six months time.
- Mr. Garcia stated "so amended."
- Mr. Gabby seconded the motion but wanted to know if the hours would start immediately.
- Mr. Arozena said it would take some time to get the scheduling together.
- Mr. Gabby asked if July 1<sup>st</sup> was possible.
- Mr. Arozena stated that he would try for July 1<sup>st</sup>.
- Mr. DiPaola suggested that the trial period last from July 1<sup>st</sup> until December 31<sup>st</sup>.
- Motion passed.
- **Ratify Extension of Moreno Maintenance Contract**
- Mr. Arozena explained that Pedro Moreno is a handyman employed by the library to do all sorts of small and large tasks. His contract would expire in June and the extension would extend the contract through September. The contract has been

discussed with the library's attorney, Scott Holbrook. The scope of Mr. Moreno's work ranges from clearing leaves and installing a bulletin board to possibly replacing tile in the men's room.

- Mr. Bloom moved to extend the contract.
- Ms. O'Halloran seconded.
- Motion passed.
- **New Business**
- **Adopt mission statement for library**
- Mr. Arozena explained that the proposed mission statement went back to Ms. Christman's time as director. Staff worked on the statement, but it was never approved. Mr. Arozena read the proposed mission statement.
- Mr. Garcia asked if the mission statement could be read again.
- Mr. Arozena read the mission statement again.
- Mr. Garcia asked if Mr. Arozena had asked the staff about the statement.
- Mr. Arozena explained that staff members had helped write the statement and asked for its official approval.
- Mr. Garcia stated that he thought it was incredibly important to have such a statement and that it would help with long-term planning.
- Mr. DiPaola recalled that former director Gregg Atkins hired a consultant at the cost of many thousands of dollars to come up with a mission statement. A workshop was held, and the proceedings ended in turmoil. Mr. DiPaola then stated that he was glad that a mission statement could be proposed without the expenditure of large amounts of money.
- Mr. Bloom moved to accept the statement.
- Mr. Garcia seconded.
- Motion passed.
- **Board announcements**
- Mr. Garcia asked if the schedule of future meetings had been decided on. A brief discussion of school board meeting times followed. It was decided to have the library board meetings on the second Thursday of every month.
- Mr. DiPaola stated that the revisions to board policy and procedures should be looked at piece by piece beginning with the next meeting.
- **Adjournment**





Minutes—Draft  
DIXON PUBLIC LIBRARY DISTRICT  
GOVERNING BOARD OF LIBRARY TRUSTEES  
6:00 P. M., THURSDAY, MARCH 20, 2014

REGULAR MEETING

MEETING LOCATION  
DIXON CITY COUNCIL CHAMBERS  
600 EAST A STREET, DIXON, CA 95620

**1. Call to Order**

Mr. Gabby called the meeting to order at 6 pm

**2. Closed session**

No public comments on closed session

**3. Business meeting**

**a. Pledge of Allegiance**

Pledge of Allegiance said

**b. Roll Call**

**Trustees**

**John Gabby, President**—present

**Andrew Bloom, Vice President**—present

**Guy Garcia, Clerk**—present

**Caitlin O'Halloran, Member**—present

**Joe DiPaola, Member**—absent

**Staff**

**Patrick Newell, Library Director**—present

**4. Notice to the Public**

None

**5. Correspondence**

None

**6. Consent Agenda**

None

**7. Public Comment**

Ginger Emerson expressed concern that the meeting began at 6 p.m. in that it makes it difficult for [library] staff to attend the meetings.

Joe Dengler commented that there have not been public budget documents at the meetings in quite a while and wanted to know why.

Patrick Newell said that as interim director he is not privy to the system that contains the budget and only gets summaries.

## **8. Guests & Presentations**

None

## **9. Director's Report**

- **Water service for fire suppression system work update**
- Mr. Newell stated that the work on the main water system has been completed. The remaining work was over \$5000 and went out to bid. The winning bid was approved by the Board President and work will begin on the project next week.
- **Library website update**
- Mr. Newell said that the team working on the library website update should have something presentable in two weeks. In order to avoid update two websites, we will just cut over to the new one and continually update it. Before the next Board meeting there should be a preview available for the Board.
- Mr. Bloom asked if there was a target date.
- Mr. Newell said he hoped by the end of April, but no firm date has been set.
- **E-RATE activities update**
- Mr. Newell said that the form for telecommunications bids went out and less than lackluster response came back. He stated that the library sits in a telecommunications vacuum and that the nearest connection is more than two blocks away. The bids were expensive and did not fulfill the bandwidth requirements of the library.
- **Library Facilities Fee Report**
- Mr. Newell stated that he has been in touch with both the County Controller's Office and Willdan who had done prior reports. He said that the cost can be taken out of the facilities fee fund. We are proceeding with that as we are five years behind.
- Mr Gabby asked if as much as possible could be done before the new director arrives.
- Mr. Newell said that he will keep the Board President and Vice-President apprised of progress on report as no one knew anything about it and it came as a surprise. Willdan is sending a contract and the report will be done in under a month after that.
- **Miller Building roofing update**
- Mr. Newell said that no roofing work had been done on the Miller Building. He received two bids—one to do complete re-roofing and the other to look into sealing. He is looking at

chemical laminates that can replace traditional roofing and give a fifty-year roof for far less.

■ **Hiring update**

■ Mr. Newell stated that the children's librarian will start tomorrow. Her name is Adrienne Gass and she has already been to the library to look around and that she is excited about starting. The new director will start April 7<sup>th</sup> and measures have been taken to see that he is appropriately introduced to the staff.

■ Mr. Gabby suggested that he and Mr. Newell have a brief meeting with the new director before his start date.

■ Mr. Newell said that he believed that was possible, but that he would be either in San Diego or Orlando that following week.

■ Nancy Schrott approached the podium to revisit the question about the budget.

■ Mr. Newell explained that he can see partial budgetary reports.

■ Ms. Schrott asked if the Board has access to the full budget report.

■ Mr. Gabby stated that they do not.

■ Ms. Schrott stated that no one besides the County Auditor seems to know where the bills are coming from and how they are being paid. She then asked if this seems strange to anyone else.

■ Mr. Gabby stated that the Interim Director does see where the bills are coming from and how they are being paid.

■ Mr. Newell explained that there are designated funds and that we do see how much is in each fund. He then stated that Ms. Schrott's statement is incorrect.

■ Mr. Garcia then asked why the Board doesn't have a financial report.

■ Mr. Newell replied that there was no reason why they should not.

■ Mr. Garcia asked why the Board doesn't have one.

■ Mr. Newell replied that the Board has not asked for one.

■ Mr. Garcia said, "I'm asking for one."

■ Ginger Emerson approached the podium with a comment about the roofing update. She said that an architect produced a report about the Miller Building in the recent past. His recommendation was that the roof be totally redone and not just a patch job.

■ **Old Business**

■ **School Board Boundary vs. Library Board Boundary**

■ Mr. Newell explained that the correct and cure for an alleged Brown Act violation involved reagendaizing the prior special meeting's old business for this meeting.

■ Discussion ensued as whether to table the item in Mr. DiPaola's absence and as to whether past Board comments on the subject were still a matter of record.

■ Mr. Garcia suggested that public comments be accepted, but noted that no action could be taken that evening and that perhaps

tabling the item in Mr. DiPaola's absence would be the best course of action.

- Ms. O'Halloran stated that she has a report on the subject that everyone except Mr. Bloom has seen. She said it is an issue that the Board intends to address in the future with Mr. DiPaola present.
- Mr. Gabby opened the subject to public comment.
- Ms. Emerson explained that her Brown Act violation complaint was that there had not been the required 72 hour notification prior to the meeting. She then said that from her experience of like meetings that there is generally a presentation on the subject that allows for a more informed discussion.
- Mr. Garcia agreed that more information was desirable. He then stated that he thought the item should be tabled until the entire Board could address it.
- Joe Dengler approached the stand and stated that it seemed like a request to the County regarding the boundary dispute would be the best approach to solving the problem.
- Ms. O'Halloran stated that the County is the source of her information and that it would require going through the courts to change the boundaries.
- Mr. Dengler expressed concern that the issue wouldn't be resolved and that it could have been resolved in the past before it got so complicated.
- Mr. Garcia said that the problem would be most problematic if and when there was a separate election for the library board.
- Mr. Dengler asked for action and expressed concern that the issue was once again tabled.
- Mr. Garcia expressed that the issue was a passionate one for Mr. DiPaola and stated that action would be taken at the next meeting even in his absence.
- Mr. Dengler suggested that Mr. DiPaola submit a letter stating his position into the record if he is again absent.
- **Revision of Board policies**
- Mr. Newell explained that the policy revisions date from Vanessa Christman's time as director and that the document has been examined and approved by counsel.
- Mr. Garcia asked if the school board boundary issue could be reagendaized. He also asked if the budget report could appear on the next agenda. He then asked if the next Board meeting could be moved until 7 p.m.
- Mr. Gabby agreed with all of the above and asked Mr. Newell to do so.
- **Layoff Resolution**
- Mr. Newell said the item was discussed earlier. The Board asked for public comment.

- Susan Werrin approached the Board and stated that it had been said that she was inappropriately doing the scheduling during the time there was no library director. She stated that this was incorrect and that she did the scheduling the same as when Vanessa and Nancy Schrott were library directors. She believes that the talk of layoffs comes from the thought that staff was receiving inflated hours which is not the case. She said it is necessary to have trained staff available to replace the core staff when there are illnesses, vacations, etc. She asked that the layoff resolution wait until the new director arrives and he evaluates the current state of personnel in the library.
- Nancy Schrott approached the stand. She stated that substitute lists were used when she was interim director and that they worked well. She said that her mind is boggled by the suggestion that there are too many staff at the Dixon Public Library. She believes that layoffs are inappropriate at this time.
- Mr. Dengler questioned how there could be lack of funds when no one has seen the budget for more than a year.
- Ms. Emerson agreed with Ms. Werrin's assessment that the new director should evaluate the situation.
- Mr. Garcia stated that it seems like the issue can wait one more meeting until the new director arrives before making a decision.
- Mr. Garcia motioned to table the item until the next meeting.
- Mr. Bloom seconded the motion.
- **New business**
- **Report of District appointee to Oversight Board of the Successor Agency of the City of Dixon Library**
- Ian Arnold approached the Board. He explained that the Oversight Committee was created and has been having regular meetings over the past two years. The purpose is to make sure that they comply with Department of Financing guidelines. Three properties will be sold as they have no valid use. The Committee is awaiting Department of Financing report to see if bond issue can be refinanced.
- **Ratify contract for Moreno Construction**
- Mr. Newell stated that the contract has been signed, but needs Board approval to ratify. Mr. Newell stated that the amount of the contract does not require going out to bid, but that future contracts with Moreno will have to be.
- Ms. Schrott expressed her concern with repairs to Carnegie window frames and pointed out that since the building is on the National Register that the windows can only be repaired in a specific way.
- Mr. Arnold asked for clarification on amount of maximum money Moreno can be paid per month and that there is an error on the contract.

- Mr. Newell stated that \$2100 per month is the maximum and the error will be corrected.
- Mr. Garcia moved to approve as stated in the amendment.
- Mr. Bloom seconded the motion.
- Motion approved.
- **Review and consideration of possible governance options**
- Ms. Schrott pointed out that the two Board-Member governance sub-committee would allow for any two members to meet at any time without public knowledge or input per the Brown Act.
- Ms. O'Halloran pointed out that the practice is common because there is no voting ability with only two people.
- Ms. Schrott asked if the two people could govern the library.
- Mr. Garcia explained that it would only be for information gathering and dissemination.
- Ms. Emerson said that school board meetings that are "two by two" are public.
- Mr. Garcia stated that they can be, but do not have to be.
- Mr. Arnold says that the Library Board should meet more often than quarterly.
- Mr. Bloom stated that the Board does meet more often than that.
- Mr. Arnold says he doesn't object to the two member sub-committee. He said that the option not given is to reestablish the library commission.
- Ms. O'Halloran said she would like to see a two member subcommittee established to gather information.
- Ms. Werrin said that the Ed Code could be changed so that a Commission not have total control over the library.
- Mr. Garcia said that the public should be aware that this item will come up again.
- **Adjournment**

■ om moved to accept the statement.

■ Mr. Garcia seconded.

■ Motion passed.

■ **Board announcements**

■ Mr. Garcia asked if the schedule of future meetings had been decided on. A brief discussion of school board meeting times followed. It was decided to have the library board meetings on the second Thursday of every month.

- Mr. DiPaola stated that the revisions to board policy and procedures should be looked at piece by piece beginning with the next meeting.

- **Adjournment**

**SECOND AMENDMENT TO THE  
MAINTENANCE AND REPAIR SERVICES AGREEMENT**

This SECOND AMENDMENT TO THE MAINTENANCE AND REPAIR SERVICES AGREEMENT ("AMENDMENT") is made and entered into as of April 1, 2014 (the "Effective Date") by and between the Dixon Public Library District, (the "DISTRICT"), and Moreno Construction, License # 933370 ("CONTRACTOR"). The DISTRICT and the CONTRACTOR are collectively referred to in this AMENDMENT individually as "Party" and collectively as the "Parties." This AMENDMENT is made with reference to the following facts:

WHEREAS, the DISTRICT and CONTRACTOR entered into a MAINTENANCE AND REPAIR SERVICES AGREEMENT ("AGREEMENT") on October 1, 2013, and the parties desire now to amend Sections 2.1 and 3.1 of the AGREEMENT to include the following terms as set forth below; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, pursuant to Section 6.2 of the AGREEMENT, the DISTRICT and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

2.1. The Parties agree the AGREEMENT term ending on December 31, 2013 is hereby extended to include a second term commencing on April 1, 2014 and ending on June 30, 2014.

3.1 The Parties agree that in consideration for all Services to be performed by CONTRACTOR during the extended term of the AGREEMENT, the District agrees to pay CONTRACTOR a not to exceed amount of Six Thousand Three Hundred Dollars (\$6,300) total ("Compensation"), divided into three (3) equal monthly payments, for all services provided by Contractor as specified in Exhibit A attached to this AMENDMENT.

The Parties agree that all other terms and conditions set forth in the AGREEMENT shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties caused this AMENDMENT to be executed on the date indicated below.

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

Dated: \_\_\_\_\_

Steve Arozena  
Library Director  
DIXON PUBLIC LIBRARY DISTRICT

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

Dated: \_\_\_\_\_

Pedro Moreno, Owner  
MORENO CONSTRUCTION



## MAINTENANCE AND REPAIR SERVICES AGREEMENT

**THIS MAINTENANCE AND REPAIR SERVICES AGREEMENT** (the "Agreement") is made and entered into as of July 1, 2014 (the "Effective Date") by and between the Dixon Public Library District, (the "District"), and Moreno Construction, License # 933370 ("Contractor"). The District and the Contractor are collectively referred to in this Agreement individually as "Party" and collectively as the "Parties." This Agreement is made with reference to the following facts:

**A. WHEREAS**, the District desires to engage Contractor to perform specified maintenance and repair services at the District's Dixon Library, Miller Building and surrounding property located at 230 North First Street, Dixon, California 95620 ("Property") during the 2014 to 2015 fiscal year; and

**B. WHEREAS**, Contractor desires to be engaged by the District; and

**C. WHEREAS**, the District and Contractor desire to reduce to writing the terms and conditions of the District's engagement of Contractor.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

### **ARTICLE I SERVICES TO BE PERFORMED BY CONTRACTOR**

#### 1.1 Performance Of Services.

The Contractor's services shall consist of those services performed by the Contractor and/or Contractor's employees as enumerated in Exhibit A to this Agreement ("Services"), which Exhibit A is incorporated herein by this reference. All such services shall be performed during the 2014 to 2015 fiscal year as directed by the District during District business hours and/or non-business hours as determined by the District and scheduled with Contractor. All such work shall conform to the District's requirements and shall be performed to the District's satisfaction.

#### 1.2 Method Of Performance And General Supervision.

Contractor shall perform the Services required by this Agreement pursuant to the methods, details and means designated by the District. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Contractor's work to ensure its conformity with the terms of this Agreement. Contractor shall not access the Property when children are present on the Property, unless supervised and/or approved by the District.

### 1.3 Contractor Certifications and Warranties.

Contractor makes the following certifications, representations, and warranties for the benefit of the District and Contractor acknowledges and agrees that the District, in deciding to engage Contractor pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Contractor's engagement hereunder:

(a) Contractor is qualified in all respects to provide to the District all of the Services contemplated by this Agreement and, to the extent required by any applicable laws, Contractor has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for hereunder.

(b) Contractor, in providing the Services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation, prevailing wage, and equal protection and non-discrimination laws.

## **ARTICLE II TERM AND TERMINATION**

### 2.1 Term.

This Agreement shall become effective on the Effective Date, July 1, 2014 and shall end on June 30, 2015 (the "Term"), unless all compensation for work performed is disbursed prior to the end of the Term in accordance with Section 3.1 below in which case the Agreement may be deemed terminated by the District, or the Agreement is earlier terminated by either Party in accordance with Section 2.2, below.

### 2.2 Termination.

The District may elect to terminate this Agreement, in its sole discretion, with or without cause, by providing Contractor (5) days written notice of termination prior to the end of each month. Notwithstanding the above, either Party may immediately terminate this Agreement if the other Party is in default under this Agreement. The District may terminate this Agreement immediately, without any cure period, if, in the District's sole discretion, it determines there is an immediate threat to persons or property.

## **ARTICLE III COMPENSATION**

### 3.1 Terms Of Payment.

In consideration for all Services to be performed by Contractor, the District agrees to pay Contractor a not to exceed amount of Ten Thousand Dollars (\$10,000) total ("Compensation"), for all services provided by Contractor as specified in Exhibit A.

Contractor shall keep a log of the services performed by Contractor each day. Contractor shall submit to the District a statement of services rendered in any month during the Term of this Agreement itemizing all maintenance and/or repair work performed during that month, within ten (10) business days after the end of that month. The District agrees to pay the amount due to Contractor for the Services on or before the end of the month following the month in which Services are performed. District shall withhold five percent (5%) of each payment, which amount shall be retained until all Services are completed to the District's satisfaction in accordance with the specifications of this Agreement.

Contractor will notify the District as soon as any unexpected circumstances arise and provide an estimate of any additional services that may be necessary, which must be approved in advance and in writing by the District as an amendment to this Agreement. Contractor shall not be compensated for any work outside of the scope of Services that is not approved in advance and in writing by the District. Contractor agrees this Agreement may be deemed fulfilled and terminated by the District prior to the end of the Term of this Agreement if all Compensation provided herein is disbursed to Contractor for Services performed prior to the end of the Term of this Agreement.

### 3.2 No Payroll Or Employment Taxes.

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Contractor. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

## ARTICLE IV OTHER OBLIGATIONS OF CONTRACTOR

### 4.1 Workers Compensation And Unemployment Insurance And Licenses.

Contractor shall be responsible for providing, at Contractor's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Contractor and for Contractor's employees, agents and independent contractors, as may be required by law.

### 4.2 Materials And Equipment.

Contractor shall supply all labor, materials, equipment, tools, and utility and transportation services, or as approved by the District, and perform and complete all work required in connection with the Services specified in Exhibit A.

### 4.3 Licenses, Permits, Fees And Assessments.

Contractor shall obtain at Contractor's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Services required by this Agreement.

#### 4.4 Insurance.

Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Contractor and District from claims which may arise out of or result from Contractor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

- (1) owned, non-owned and hired vehicles;
- (2) blanket contractual;
- (3) broad form property damage;
- (4) products/completed operations; and
- (5) personal injury.

Each policy of insurance required in (b) above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and shall waive all rights of subrogation. Contractor shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse District upon demand for the cost thereof.

#### 4.5 Indemnification.

Contractor shall defend, indemnify and hold harmless District, and its officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of the work or performance of service under this Agreement. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, and its officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, and its officers, employees, agents and independent contractors from every claim or

demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or this Agreement; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or materialmen of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

#### 4.6 Conduct of Contractor.

Contractor shall take all steps necessary to insure that Contractor, its employees or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while performing the Services. Contractor shall not, and shall prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while performing the Services. Likewise, Contractor shall not, and shall prevent its employees or subcontractor's employees from bringing any animal onto the Property. Contractor shall not violate any written District policies.

#### 4.7 Liens and Claims.

Contractor shall not permit any liens or claims to stand against the Property for labor or material furnished in connection with any Services performed by Contractor. Upon reasonable and timely notice of any such lien or claim delivered to Contractor by District, Contractor may bond and contest the validity and the amount of such lien, but Contractor will promptly pay any

judgment rendered, will promptly pay all proper costs and charges, and will have the lien or claim released at its sole expense.

#### 4.8 Return Of District Property.

On the termination of this Agreement or whenever requested by the District, Contractor shall immediately deliver to the District all property in Contractor's possession or under Contractor's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Contractor excepted.

### **ARTICLE V PREVAILING WAGES**

#### 5.1 Prevailing Wages.

Wage rates for these Services shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of work needed to execute this Agreement as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720, et seq.); (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000j, et seq.); and (3) District's Labor Compliance Program, if applicable.

### **ARTICLE VI GENERAL PROVISIONS**

#### 6.1 Default.

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

#### 6.2 Amendments.

The Agreement may not be altered or modified except by a writing signed by the Parties.

#### 6.3 Status Of Contractor.

Contractor enters into this Agreement, and will remain throughout the term of the Agreement, an independent contractor. Neither Contractor nor its employees, agents or independent contractors shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Contractor's employees, agents and independent

contractors shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

#### 6.4 Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California. Venue shall be in Solano County.

#### 6.5 Notices.

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

To the District:	Dixon Public Library District
Attn: Steve Arozena,	230 North First Street
Library Director	Dixon CA 95620
	Facsimile: (707) 678-3515

To the Contractor:	Moreno Construction
Attn: Pedro Moreno,	505 W. First Street
Owner	
	Dixon CA 95620
	Facsimile: (707)693-0842
	Phone: (530) 908-8094

Each Party may designate in writing such other place or places that notices and demands may be given.

#### 6.6 Assignment.

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

#### 6.7 Order of Precedence.

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Exhibit), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Exhibit.

6.8 Agreement Interpretation.

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

6.9 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

6.10 Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

DIXON PUBLIC LIBRARY DISTRICT:

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

Steve Arozena  
Library Director

MORENO CONSTRUCTION:

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

Pedro Moreno, Owner

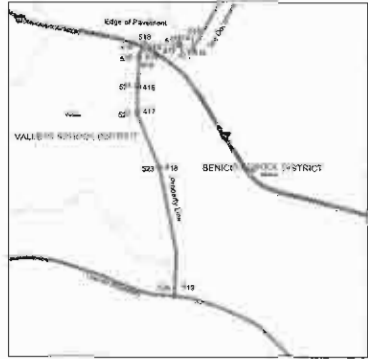
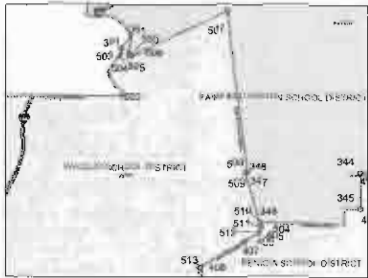
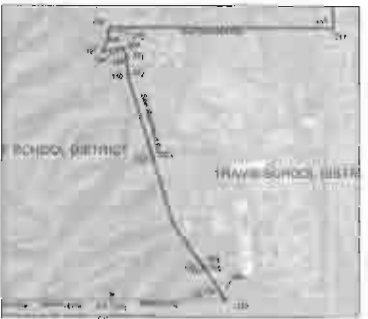
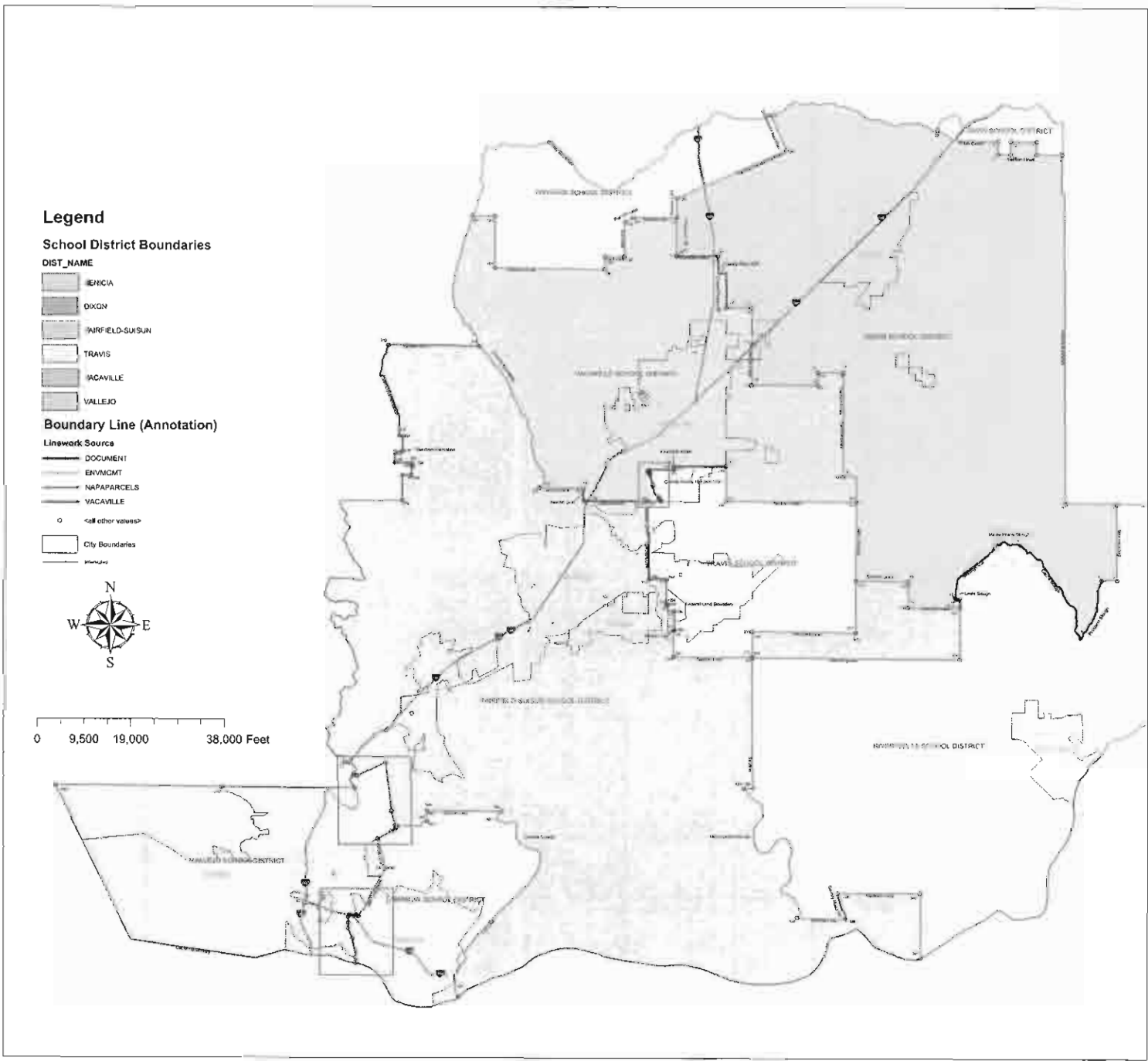


## EXHIBIT A

### MAINTENANCE SERVICES TO BE PERFORMED AT PROPERTY DURING THE TERM OF THE AGREEMENT

- Fix tape strip between circulation and reference departments
- Reconnect water supply to grass in front of Carnegie Building
- Fix cracked concrete in front of Carnegie Building
- Paint or replace stripping in bathroom of Miller Building
- Retile men's restroom
- Maintain appearance of outside of library
- Wash windows
- Replace carpet in area near children's librarian's desk
- Other tasks as necessary

# Solano County School District Boundaries 2004

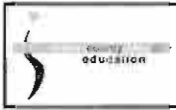


## GIS Consultants

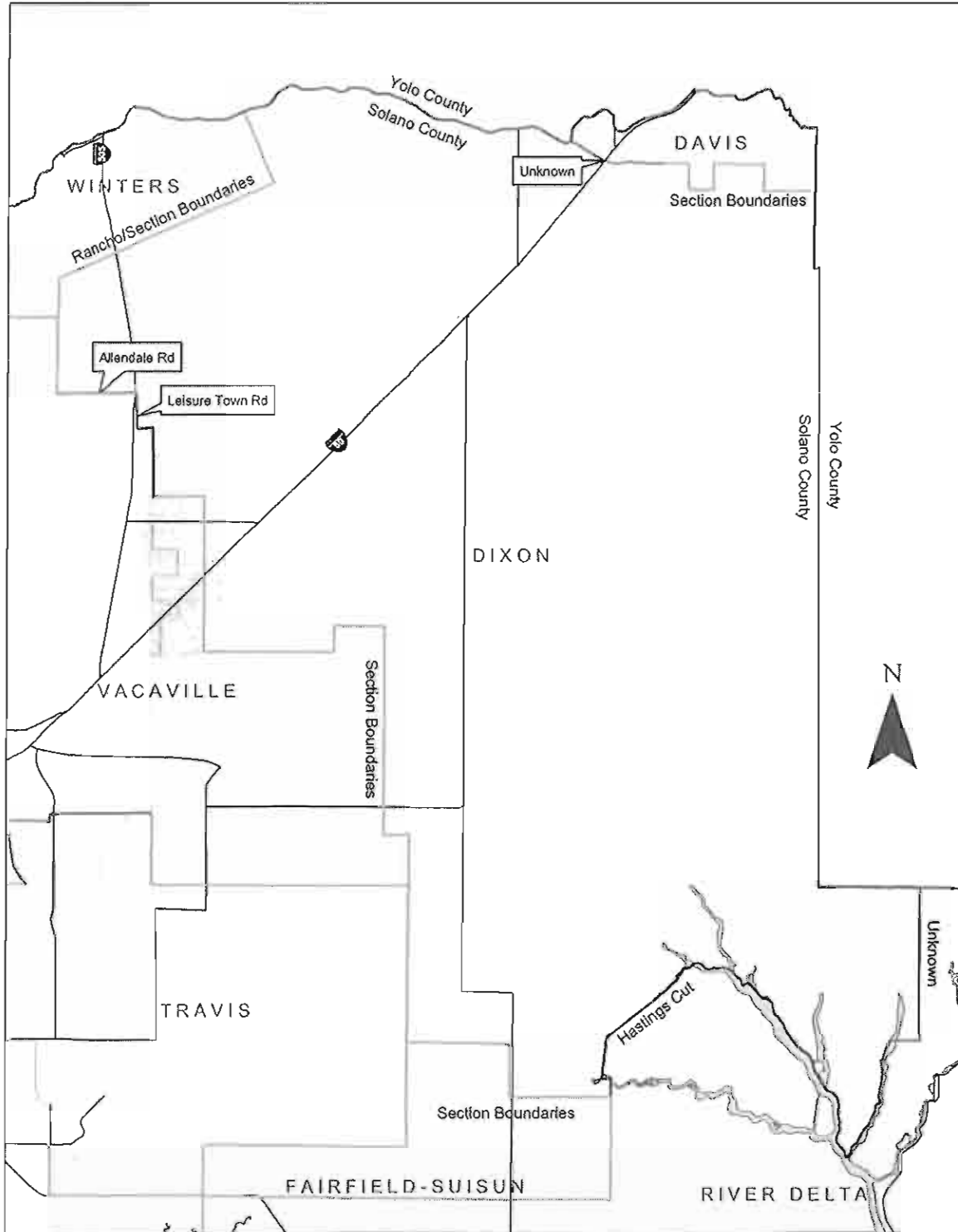
1615 Broadway, Suite 415  
Oakland, CA 94612

Disclaimer: Points reference specifically annotated places in the legal description. Mepped points are illustrative and referential; no guarantee is made nor implied regarding their spatial accuracy. Spatial data is derived as documented in the metadata. GIS Consultants does not imply nor assume responsibility for any inaccuracies in the data.

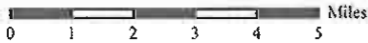
Geographic Data and Annotation: Charles Greer



# Dixon School District, Solano County



**GIS Consultants**  
 1615 Broadway, Suite 415  
 Oakland, CA 94612  
 510-238-9771  
 Geoanalysis: Charles Greer  
 Cartography: Rebecca Davenport  
 Copyright 2004



- Boundary Definitions**
- County Boundary
  - PLSS (Rancho and/or Section Boundary)
  - Street centerline
  - Unknown
  - Water bodies
  - City boundaries

Dixon Library Property Tax Revenue Analysis (2010-11 AV Data)

<i>TRA #</i>	<i>2010-11 Total Net AV</i>	<i>Dixon Library Tax Rate Factor</i>	<i>Dixon Library Tax Revenue</i>
006-005	\$17,920,855	0.018791%	\$3,368
006-016	\$10,623,574	0.018834%	\$2,001
006-024	\$0	0.018131%	\$0
006-041	\$660,812	0.018791%	\$124
006-063	\$0	0.018791%	\$0
006-066	\$0	0.018834%	\$0
006-168	\$1,070,235	0.022678%	\$243
006-181	\$56,394,523	0.022678%	\$12,789
006-200	\$25,373,179	0.018791%	\$4,768
006-201	\$0	0.018834%	\$0
091-007	\$63,358,397	0.022678%	\$14,368
091-029	\$27,440,478	0.020119%	\$5,521
			<u>\$43,181</u>

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

NOW THEREFORE, BE IT RESOLVED, that the (Dixon Public Library) is hereby authorized to access state and federal level summary criminal history information for volunteers and may not disseminate the information to a private entity