

DIXON PUBLIC LIBRARY

GOVERNING BOARD OF LIBRARY TRUSTEES

AGENDA: REGULAR MEETING

7:00 p.m., Thursday, February 14, 2019

Council Chambers, City of Dixon

600 East A St., Dixon, CA 95620

1. CALL TO ORDER

2. CLOSED SESSION

- A. Public Employee Discipline/Dismissal/Release [Gov't Code 54957]
- B. Conference with legal counsel - anticipated litigation: Significant exposure to litigation [Govt. Code 54956.9(d) (2)] [One case]
- C. Public Employment – Interim Director [Gov't Code 54957]

3. ANNOUNCEMENTS FROM CLOSED SESSION

4. BUSINESS MEETING

- A. Pledge of Allegiance
- B. Roll Call of Trustees:
Luke Foster, President
Caitlin O'Halloran, Vice President
Melissa Maseda, Member
Jewel Fink, Member
John Gabby
- C. Staff: Roxanne Brown, Acting Interim Library Director

5. PUBLIC COMMENT

Persons wishing to speak to an agenda item may raise their hand during Public Comment. The Library Board President will recognize you for the discussion at the appropriate time. Speakers will provide their name to the Library Board after which the speaker will have five (5) minutes to speak.

- *None*

NOTICE TO PUBLIC

Any member of the public wishing to address the Governing Board on a topic within the subject matter jurisdiction of the District but not on the agenda may do so during the PUBLIC COMMENT period identified in this agenda. By law, subjects not on the agenda cannot be acted upon by the Board except to briefly respond, clarify, or refer to staff for review and presentation at a future meeting.

6. GUESTS AND PRESENTATIONS

None

Pages -0-

- 7. CORRESPONDENCE** **Pages -0-**
None
- 8. CONSENT AGENDA,** **Pages 1-5**
- A. Approval of January 10, 2019 Agenda Minutes
- Motion made by _____
 Second
 Ayes Noes
- 9. INFORMATION ITEMS,** **Pages 6-38**
- A. Agreement between the Dixon Public Library and Vacation in relationship to Boundaries **Pages 6-15**
- B. Notification of Nominations – 2019 Election, Special District Risk Management Authority (SDMRA) **Pages 16-34**
- C. Laws That Apply to Your Organization – Cal Chamber **Pages 35-38**
- 10. DISCUSSION ITEMS** **Pages 39-58**
- A. Next Steps for the Dixon Public Library Special District,
 1) Board requested the circulation to population percentages to be presented on February 14, 2019 **Pages 39-44**
 2) “Executive searches” for libraries, **Pages 45-48**
 3) Interested in interior renovation of library interior **Pages 49-57**
 4) Findings from January 15, meeting w/ the City of Dixon **Pages 58**
- 11. ACTION ITEMS,** **Pages 59-85**
- A. Board Policy 3020, Vacation Leave, Third Reading **Pages 59-61**
Connected BP 3020.5 language to Vacation Credit Matrix
- Motion made by _____
 Second
 Ayes Noes
- B. Job Descriptions (update); Library Clerk and Library Page **Pages 62-68**
- Motion made by _____
 Second
 Ayes Noes
- C. Approve Extension of Acting Interim Library Director, Amendment 3 **Pages 69-85**

Motion made by _____

Second

Ayes

Noes

Board must state/read in public:

Pursuant to Government Code Section 54953, Subdivision (c)(3). The Board provides this oral summary of the compensation for the part-time and temporary executive position of Acting Interim Library Director. The term of the contract will be extended, commencing December 21, 2018 and ending March 29, 2019. The salary to be paid shall remain at the rate of \$500.00 per day plus daily per diem stipend of \$150.00 per day worked, less all statutory deductions. The contract or amendment does not provide for any other compensation or benefits.

12. ADJOURNEMENT

Time: _____

Pursuant to Government Code Sections: 54953.2, 54954.1, 54954.2, individuals with disabilities who require alternative formats of the agenda and related meeting materials and/or auxiliary aides/services to participate in the meeting should please contact the Library at 707-678-5447. Notification of at least 48 hours prior to the meeting will enable the Dixon Library to make reasonable arrangements to ensure accessibility to the Library Board meeting. Meetings are held in locations which are wheelchair accessible.

February Library Calendar:

- 07: Evening Book Club, Chemistry: A Novel @ 6:15 p.m.
 - 12: Friends of the Library Monthly Meeting @ 5:00 p.m. (2nd Tuesday of each month)
 - 14: Morning Book Club, Elevation @ 11:00 a.m.
 - 14: Library Board of Trustees Meeting @ 7:00 p.m.
 - 20: Transportation Advisory Commission at 7:00 p.m. – parking spaces for Redit-Ride in front of Library and/or side of Library continued discussion from meeting held on December 19, 2018
 - 21: Movie Club – Vertigo @ 6:30 p.m. – 7:30 p.m. (Meets monthly every third Thursday)
- Tuesdays: Baby Storytime @ 10:00 a.m.
Toddler Time @ 10:30 a.m.
- Wednesdays: Preschool Storytime @ 10 a.m.

Subject: January 10, 2019 Library Board Minutes
Date: February 14, 2019
Agenda Item #: 8.A.

- Consent
- Public Hearing
- Information
- Discussion
- Action

Submitted and presented by: Acting Interim Director, Roxanne Brown
Recommendation: Approve, Consent Agenda

DIXON PUBLIC LIBRARY

GOVERNING BOARD OF LIBRARY TRUSTEES
AGENDA: REGULAR MEETING MINUTES

7:00 p.m., Thursday, January 10, 2019
Council Chambers, City of Dixon

600 East A St., Dixon, CA 95620

1. CALL TO ORDER

- Meeting called to order at 7:15 p.m. due to City Hall doors were not unlocked

2. CLOSED SESSION

- A. Public Employee Discipline/Dismissal/Release [Gov't Code 54957]
- B. Conference with legal counsel - anticipated litigation: Significant exposure to litigation [Govt. Code 54956.9(d) (2)] [One case]

3. ANNOUNCEMENTS FROM CLOSED SESSION

4. BUSINESS MEETING

- A. Pledge of Allegiance 7:31 p.m.

- B. Roll Call of Trustees:
 - Luke Foster, President P
 - Caitlin O'Halloran, Vice President P
 - Melissa Maseda, Member P
 - Jewel Fink, Member Excused
 - John Gabby P

- C. Staff: Roxanne Brown, Acting Interim Library Director P

5. PUBLIC COMMENT

Persons wishing to speak to an agenda item may raise their hand during Public Comment. The Library Board President will recognize you for the discussion at the appropriate time. Speakers will provide their name to the Library Board after which the speaker will have five (5) minutes to speak.
- None

NOTICE TO PUBLIC

Any member of the public wishing to address the Governing Board on a topic within the subject matter jurisdiction of the District but not on the agenda may do so during the PUBLIC COMMENT period identified in this agenda. By law, subjects not on the agenda cannot be acted upon by the Board except to briefly respond, clarify, or refer to staff for review and presentation at a future meeting.

6. GUESTS AND PRESENTATIONS

- None

Pages

7. CORRESPONDENCE

- None

Pages

8. CONSENT AGENDA, Pages 5-10

- A. Approval of December 13, 2018 Agenda Minutes
Motion made by Member O'Halloran
Second Member Gabby
Ayes 4 Noes 0

9. INFORMATION ITEMS, Pages 11-22

- A. Public Facilities Impact Fees Information requested by the Library Board, Documents re: Public Facilities Impact Fees, Pages 11-15
- B. Terminix intrusion assessment of bats/rodents on January 3, 2019 – will provide bid for prevention of bats/rodents to inside of Library
Page 16
- C. Dixon Adult Literacy Program December Report Page 17-18
- D. Spanish Language Proficiency Rating Guide Pages 19-22

10. DISCUSSION ITEMS Pages 23-24

- A. Next Steps for the Dixon Public Library Special District, Pages 23-24
- Board requested the circulation to population percentages to be presented on February 14, 2019
- Find out who conducts "executive searches" for libraries
- Interested in renovation of library interior

11. ACTION ITEMS, Pages 25-70

- A. Second Reading of DPL Policies
1) BP 1020, Conflict of Interest, Pages 25-28
Motion made by Member Maseda
Second Member Gabby
Ayes 4 Noes 0
- 2) BP 1025 Core Principles for Provision of Library Services, Pages 29-39
Motion made by Member O'Halloran
Second Member Gabby
Ayes 4 Noes 0
- 3) BP 3100 Vehicle Use and Cost Reimbursement – with changes, requested by Library Trustees, Pages 40-42
Motion made by Member Maseda
Second Member O'Halloran
Ayes 4 Noes 0
- 4) BP 3150 Compensation, Pages 43-45
Motion made by Member Maseda
Second Member Gabby
Ayes 4 Noes 0

5) BP 8000 Governing Board of Library Trustees, Pages 46
Motion made by Member O'Halloran
Second Member Gabby
Ayes 4 Noes 0

6) BP 3020, Vacation Leave, Pages 47-49
BP 3020.3 Should read ...for purposes of vacation time and not overtime
computation
-Trustees directed changes to language on 3020.5 and BP 3020 brought back for approval at next Regular Board Meeting, February 14, 201. No vote taken.
Motion made by _____
Second _____
Ayes _____ Noes _____

7) Board Policy 3151, Supplemental Bilingual Pay, Pages 50-52
Motion made by Member O'Halloran
Second Member Maseda
Ayes 3 Noes 0
*Member Gabby stepped out of the meeting during Board Agenda Item, 11.7

8) Board Policy 5001, Financial Audit "revision", Pages 53-54
Motion made by President Foster
Second Member O'Halloran
Ayes 4 Noes 0

B. Extension of Acting Interim Director's Contract – Amendment No. 3 to the Acting Interim Director's Contract of Employment, Pages 55-68

Board must state/read in public:

Pursuant to Government Code Section 54953, Subdivision (c)(3). The Board provides this oral summary of the compensation for the part-time and temporary executive position of Acting Interim Library Director. The term of the contract will be extended, commencing December 21, 2018 and ending ~~March 29, 2019~~ January 31, 2019. The salary to be paid shall remain at the rate of \$500.00 per day plus daily per diem stipend of \$150.00 per day, less all statutory deductions. The contract or amendment does not provide for any other compensation or benefits.

Motion made by Member Maseda
Second Member O'Callohan
Ayes 4 Noes 0

C. Mandated California Minimum Hourly Wage Increase, Pages 69-70
Revised Library Page Five Step Salary Schedule to reflect mandated hourly increase of \$11.00 per hour as of January 1, 2019

Motion made by President Foster
Second Member Maseda
Ayes 4 Noes 0

12. ADJOURNEMENT

Time: 8:45 p.m.

Pursuant to Government Code Sections: 54953.2, 54954.1, 54954.2, individuals with disabilities who require alternative formats of the agenda and related meeting materials and/or auxiliary aides/services to participate in the meeting should please contact the Library at 707-678-5447. Notification of at least 48 hours prior to the meeting will enable the Dixon Library to make reasonable arrangements to ensure accessibility to the Library Board meeting. Meetings are held in locations which are wheelchair accessible.

January Library Calendar:

- 01: Library Closed – New Year’s Day
- 03: Evening Book Club, The Unlikely Pilgrimage of Harold Fry @ 6:15 p.m.
- 08: Friends of the Library Monthly Meeting @ 5:00 p.m. (2nd Tuesday of each month)
- 10: Morning Book Club, Beartown @ 11:00 a.m.
- 10: Library Board of Trustees Meeting @ 7:00 p.m.
- 11: Library Staff Meeting @ 9:30 a.m.
- 14: Library Closed for Staff Development
- 15: Dixon USD returns from Winter Break
- 21: Library Closed - MLK’s Birthday
- Tues: Baby Storytime @ 10:00 a.m.; Preschool Storytime @ 10:30 a.m.
- Feb. 20 Transportation Advisory Commission at 7:00 p.m. – parking spaces for Readi-Ride in front of Library and/or side of Library continued discussion from meeting held on December 19, 2018

5

Luke Foster, Board President

Date

Subject: DP and Vacaville Libraries Boundaries Tax Sharing Agreement

Date: February 14, 2019

Agenda Item #: 9.A

- Consent
- Public Hearing
- Information
- Discussion
- Action

Submitted and presented by: Acting Interim Director, Roxanne Brown

Recommendation: Information

Documents attached

**** Solano County****

Transaction Details

2/1/2016 - 2/28/2019

Account Number
9886-0009511

Org Key Title
DEXON PUBLIC LIBRARY

Object Desc.
OTHER GOVERNMENTAL AGENCIES

Date	Reference	Sb	Misc.	Description	Amount
06/29/2018	141138	2018	JE	TAX SHARING AGREEMNT - FY17/18	-40,000.00
01/29/2019	147110	2019	JE	TAX SHARING AGREEMENT FY18/19	-40,000.00
Object 0009511 Total:				Object Total:	-80,000.00
				Net EN:	0.00
				Object Total with	-80,000.00

Org Key 9886 Total:				Total DR Transactions:	0.00
				Total CR Transactions:	80,000.00
				Net (DR - CR):	-80,000.00
				Total Key	0.00

PROPERTY TAX SHARING AGREEMENT BETWEEN
THE VACAVILLE UNIFIED SCHOOL DISTRICT LIBRARY DISTRICT
AND
THE DIXON PUBLIC LIBRARY DISTRICT

This Property Tax Sharing Agreement ("Agreement") is entered into as of July 1, 2016 ("Effective Date") between the Vacaville Unified School District Library District ("Vacaville") and the Dixon Public Library District ("Dixon"), collectively referred to as the "Parties"

RECITALS

- A. Dixon is a separate special district formed in 1911 to provide library services pursuant to California Education Code sections 18300 through 18571 under the control of the governing board of the Dixon Unified School Board who sits as the Dixon Public Library District Governing Board.
- B. Vacaville is a separate special district formed in 1912 to provide library services pursuant to California Education Code sections 18300 through 18571 under the control of the governing board of the Vacaville Unified School Board who sits as the Vacaville Unified School District Library District Governing Board.
- C. The boundaries of the library district were coterminous with the original union high school district boundary at the time of formation.
- D. For consistency of jurisdiction of the respective duly elected governing board, the boundaries of each library districts should be conterminous with the respective unified school district boundary as it currently exists.
- E. On August 30, 1968, judgment was entered in Action No. 46736 and No. 46737 in response to petitions by both Vacaville and Dixon to determine the boundaries.
- F. The boundaries established pursuant to the previous judgments did not affix the boundaries as being coterminous with the underlying unified school district which has created an area that lies inside the Vacaville Unified School District boundaries but outside the Vacaville Unified School District Library District boundary, as shown in the attached Exhibit A ("Subject Property").
- G. Vacaville and Dixon desire to work together to correct the boundaries and develop a fair and equitable approach to minimize the fiscal impact to Dixon due to the loss of the property taxes which are derived from the Subject Property.

AGREEMENT

1. Initiation of Proceedings. Within 30 days of the Effective Date, Vacaville shall initiate proceedings pursuant to Cal. Government Code section 51000 et seq. to have the boundaries of the respective Parties determined by the Superior Court of the County of Solano to be coterminous with the respective unified school district boundary, as shown in the attached Exhibit B.
2. Transfer of Funds to Dixon. On February 1st of the fiscal year following the determination of the court pursuant to Section 1 above, Vacaville agrees to pay Dixon the sum of \$40,000 annually for a period of twenty (20) years.
3. Effect of Tax Exchange Agreement. This Agreement shall be applicable solely to the Subject Property area only and does not constitute either a master tax sharing agreement or an agreement on any future property tax exchanges.
4. Term of Agreement. This Agreement shall commence as of the date of execution by Vacaville and Dixon and shall remain in effect for a period of twenty (20) years, unless terminated prior to that time by mutual agreement of the parties.
5. Approval, Consent, and Agreement. Wherever this Agreement requires a party's approval, consent or agreement, the party shall make its decision to give or withhold such approval, consent or agreement in good faith, and shall not withhold such approval, consent or agreement unreasonably or without good cause.
6. Notice. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that a Party desires to give to the other Party shall be addressed to the other Party at the addresses set forth below. A Party may change its address by notifying the other Party of the change of address. Any notice sent by mail in the manner prescribed by this Paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

TO VACAVILLE:
Vacaville Library District
c/o Solano County Library
1150 Kentucky Street
Fairfield, CA 94533
Attn: Director of Library Services

TO DIXON:
Dixon Public Library
230 N. 1st Street
Dixon, CA 95620
Attn: Library Director

7. Governing Law and Venue. The construction and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the laws of the State of California with venue residing in Solano County.
8. Construction of Captions. Captions of the sections of this Agreement are for convenience and reference only. The words in the captions in no way, explain, modify, amplify or interpret this Agreement.

- 9. Severability. If any provision or portion of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- 10. Modification. The provisions of this Agreement and all of its covenants and conditions may be modified or amended only in writing duly authorized and executed by the Parties.
- 11. Binding Effect. This Agreement shall extend to and bind the successors and assigns of the Parties.
- 12. Interpretation. Each Party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting Party. This Agreement shall be construed as if both Parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

The Parties have executed this Agreement on the day and year first written above.

"VACAVILLE"
 Vacaville Unified School District Library District

By Michele Dally
 Michele Dally, Chair

Approved as to form:

By _____
 County Counsel

"DIXON"
 Dixon Public Library District

By Caillin O'Halloran
 Caillin O'Halloran, Chair

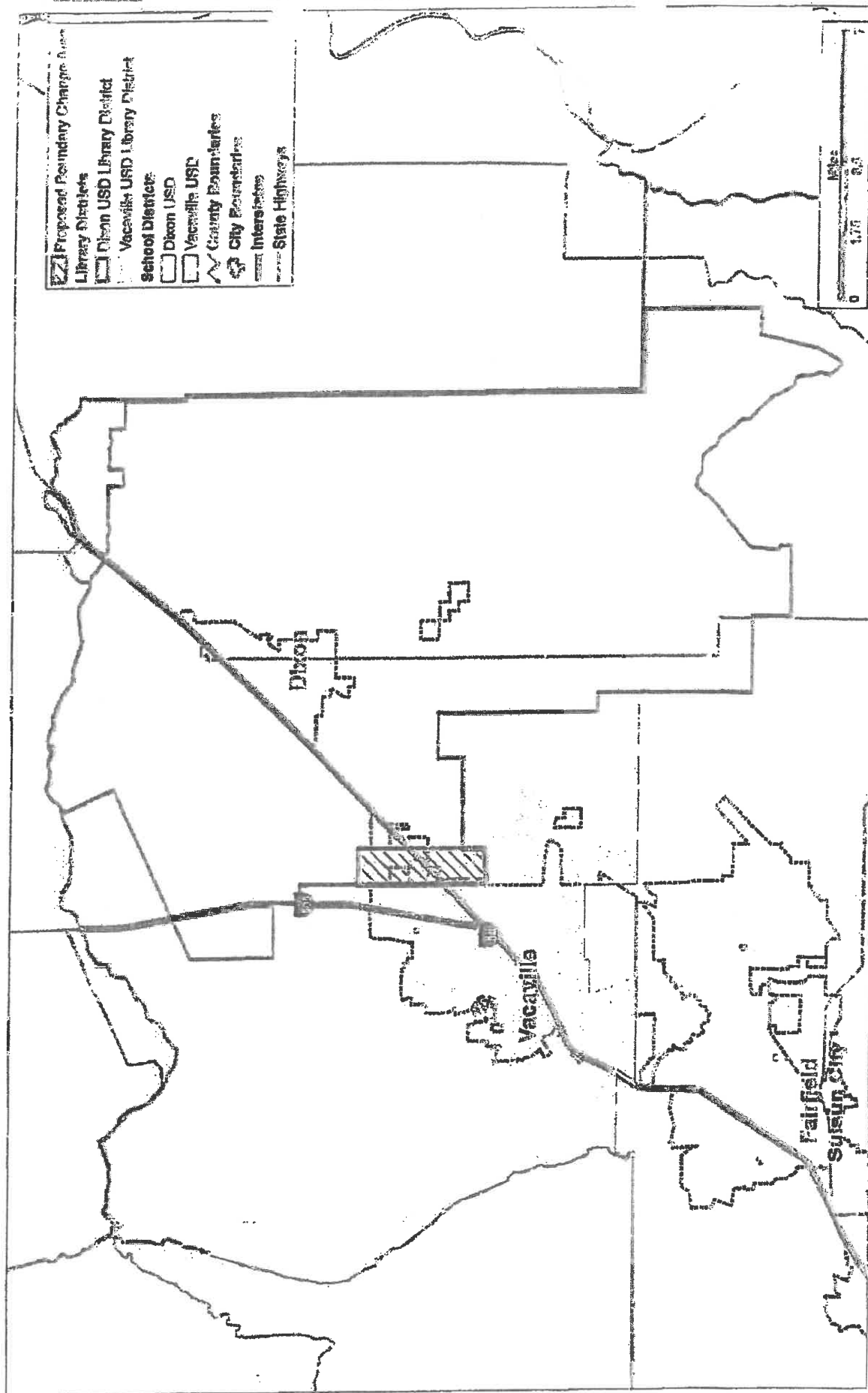
Approved as to form:

By _____
 District Counsel

EXHIBIT A

Map of subject property

Solano County Library Districts



Solano County GIS Services
 Department of Information Technology
 675 Texas Street, Suite 3700
 Fairfield, CA 94533
 Phone: 707-744-6940
 Email: GIS@solco.org
 FAX: 707-744-7197

Disclaimer:
 This map was made using Solano County GIS files with varying degrees of
 work, accuracy, precision, currency, and alignment and therefore cannot
 be used for situations requiring survey grade accuracy or legal
 boundary determination. Solano County disclaims liability for any
 loss that may result from the use of this map. User acknowledges
 that liabilities and accepts responsibility for map based judgments.

Department of Information Technology, GIS Services




EXHIBIT B
Legal Descriptions

**PROPOSED VACAVILLE UNIFIED SCHOOL DISTRICT
LIBRARY DISTRICT BOUNDARY**

Beginning at a point on the west boundary of Soiano County where the north line of Rancho Tolenas intersects same, being also the south line of Rancho Los Putos; thence from said point of beginning northerly along the County boundary about 12 miles to its intersection with the north line of Section 8, T7N, R2W; thence east to the northeast corner of said Section 8; thence south 2 miles along the Section line between Sections 8, 9 and 16, 17 to the southeast corner of Section 17; thence east along the north line of Sections 21, 22, 23, 24 and a fraction of 19, T7N, R1W, to the southeast corner of Lot 76 of "The Early Zone Fruit Farm" Subdivision, thence north along the east line of Lots 76, 75, 74, and 73 to the northeast corner of Lot 73; thence east along the south line of Lots 72, 54, and 53 to the southeast corner of Lot 53 of said Early Zone Fruit Farms; thence north about 1 ¼ miles to the south line of Rancho Rio de Los Putos, thence in a northerly direction along the south line of said Rancho about 30 chains to its intersection with the north line of Section 8, T7N, R1W; thence east about 1 ¼ miles along the north line of Sections 8 and 9 to the northeast corner of said Section 9; thence south about 1 ½ miles along the east line of Sections 9 and 16 to its intersection with County Road No. 212; thence east along County Road No. 212 about 1 ¼ miles to its intersection with County Road No. 430, thence south, easterly and south following County Road No. 430, a total distance of about 1 ¾ miles to the quarter section corner of the west line of Section 25, T7N, R1W; thence east 1 mile to County Road No. 105; thence following said County Road No. 105 south about 1 ½ miles to its junction with County Road No. 162; thence continuing south along the east line of Sections 1 and 12, T6N, R1E to the quarter section corner of the east line of Section 12; thence along ¼ section lines east 2 ½ miles to the center of Section 9; thence north ½ mile and east 1 mile along the section lines to the quarter section corner between Sections 3 and 10 T6N, R1E; thence south along the quarter section lines 4 miles to the quarter section corner on the south line of Section 27; thence east ½ mile; thence south 1 mile; thence west about 5 miles to the southwest corner of Section 36, T6N, R1W; thence north about 111 chains to County Road No. 103; thence west along County Roads 103 and 102 about 2 miles to County Road No. 118; thence south about 1649 feet along County Road No. 118 to the southeast corner of the Araquipa Rancho as shown on the map filed in Book 9 of Maps at Page 12, Solano County Records; thence north 89° 40' west 78.42 chains; thence south 20° 20' west 8.25 chains; north 85° 45' east 7.05 chains; south 31° 15' east 3.73 chains; south 1° 30' west 6.36 chains; south 86° 30' east 3.93 chains; south 66° east 4.56 chains; south 26° east 40.82 chains; south 30° 30' east 23.25 chains; north 79° 30' east 67 links; south 45° 30' east 6.58 chains; south 25° east 4.47 chains; thence west about 52.50 chains to the southwest corner of Section 33, T6N, R1W; thence west on the south line of Los Putos Rancho, 200 chains; thence north 40 chains to the center of Section 36, T6N, R2W, thence west on the north line of Rancho Tolenas to its intersection with the county boundary, also being the point of beginning.



PROPOSED DIXON PUBLIC LIBRARY DISTRICT BOUNDARY

Beginning at the corner common to Sections 23, 24, 25, and 26, T8N, R2E, MDM in the center of the Putah Canal; thence south to the line between the lands of C. Burnett and H. A. Ross; thence east along said line to the County Boundary; thence south and east following said County boundary to the Northeast corner of Section 5 T5N, R3E; thence south 3 miles to the northeast corner of Section 20 in said Township; thence west $\frac{1}{2}$ mile to the middle of Prospect Slough; thence down same $2\frac{1}{2}$ miles to the junction of Cache and Prospect Sloughs; thence along the center of Cache Slough northerly about $4\frac{1}{2}$ miles to the Maine Prairie Slough; thence up the same to the Hastings Cut; thence southwesterly along said cut to Linda Slough; thence down Linda Slough about $\frac{1}{8}$ mile to the section line between Sections 20 and 21, T5N, R2E; thence south about $\frac{1}{4}$ mile to the section corner; thence west along section lines 2 miles to County Road No. 231; thence along same north 1 mile; thence along section lines west 2 miles, north 4 miles, west $\frac{1}{2}$ mile to the quarter section corner on the south line of Section 27; thence along quarter section lines north 4 miles to the quarter section corner between Sections 3 and 10 T6N, R1E; thence west 1 mile, south $\frac{1}{2}$ mile to the center of Section 9; thence west on quarter section lines about $2\frac{1}{2}$ miles to the township line between Ranges 1 East and 1 West; thence north along said Range line about 3 miles to the quarter section corner on the east line of Section 25, T7N, R1W, MDM; thence west about 1 mile through the center of Section 25 in said Township to County Road No. 430; thence northwest and north along said Road 430 to County Road No. 212 on the south boundary of the land of H. E. McCune; thence west along center of said road to its intersection with the west boundary of the Rancho Los Putos at the southwest corner of the land of H. E. McCune; thence north along the west boundary of Rancho Los Putos to its intersection with the south line of Rancho Rio de Los Putos; thence in a northeasterly direction following the south line of Rancho Rio de Los Putos to the southwest corner of Lot 87A of the McMahan Subdivision; thence along the west line of said Subdivision northwesterly to the County boundary in the center of Putah Creek; thence in an easterly direction along said boundary to its intersection with the Putah Canal; thence following the center line of the Putah Canal easterly to its intersection with the quarter section corner on the north line of Section 27 T8N, R2E; thence south to the center of said Section 27 and east to the quarter section corner between Sections 27 and 26 of said Township; thence north about $\frac{1}{2}$ mile to the center of Putah Canal; thence easterly along said center of canal to the point of beginning.

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Subject: Notification of Nominations – 2019 Election, Special District Risk Management Authority (SDMRA)

Date: February 14, 2019

Agenda Item #: 9.B.

- Consent
- Public Hearing
- Information
- Discussion
- Action

Submitted and presented by: Acting Interim Director, Roxanne Brown
Recommendation: Information

Documents attached



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

1112 I Street, Suite 300
Sacramento, California 95814-2865
T 916.231.4141 or 800.537.7790 * F 916.231.4111

Maximizing Protection. Minimizing Risk. * www.sdrma.org

Notification of Nominations – 2019 Election SDRMA Board of Directors

January 24, 2019

Mr. John Gabby
Board President
Dixon Public Library District
230 North First Street
Dixon, California 95620

Dear Mr. Gabby:

Notice of Nominations for the Special District Risk Management Authority (SDRMA) Board of Directors 2019 Election is being provided in accordance with the SDRMA Sixth Amended and Restated Joint Powers Agreement. The following nomination information is enclosed: Nomination Packet Checklist, Board of Director Fact Sheet, Nomination/Election Schedule, SDRMA Election Policy No. 2017-10, sample Resolution for Candidate Nomination and Candidate's Statement of Qualifications Form.

General Election Information - Three Director seats are up for election. The nomination filing deadline is Wednesday, May 1, 2019. Ballots will be mailed to all SDRMA member agencies in mid-May. Mail-in ballots will be due back to SDRMA not later than 4:30 p.m. Wednesday, August 21, 2019.

Nominee Qualifications - Nominees must be a member of the agency's governing body or a management employee (see SDRMA Election Policy 2017-10, Section 4.1) and be an active member agency of both SDRMA's Property/Liability and Workers' Compensation Programs. Candidates must be nominated by Resolution from their member agency's governing body and complete and submit a "Candidate's Statement of Qualifications".

Nomination Documents and Information - Nomination documents (Nominating Resolution and Candidate's Statement of Qualifications) and nomination guideline information may also be obtained on SDRMA's website at www.sdrma.org. To obtain documents electronically:

From the SDRMA homepage, scroll down and click on the "2019 Nomination & Election Information" box. All necessary nomination documents and election information may be downloaded and printed.

Term of Office – Directors are elected to 4-year terms. The term of office for the newly elected Directors will begin January 1, 2020 and expire December 31, 2023.

Nomination Filing Deadline – Nomination documents must be received in SDRMA's office no later than 4:30 P.M. on Wednesday, May 1, 2019.

Please contact SDRMA Chief Operating Officer Paul Frydendal at 800.537.7790, if you have any questions regarding the 2019 SDRMA Board of Director Nominations or the election process.

Sincerely,
Special District Risk Management Authority

Laura S. Gill
Chief Executive Officer

2019 Nomination Packet Checklist



SDRMA BOARD OF DIRECTORS NOMINATION AND ELECTION GUIDELINES

January 9, 2019, marked the official commencement of the election process for the SDRMA Board of Directors. Three seats on the Board of Directors are up for election in 2019.

For your convenience we have enclosed the necessary nomination documents and election process schedule. Please note that some items have important deadlines. All documents contained in this packet, as well as additional information regarding SDRMA Board elections, are available on our website www.sdrma.org and/or by calling SDRMA Chief Operating Officer Paul Frydendal at 800.537.7790.

- ____ **Attachment One:** **SDRMA Board of Directors Fact Sheet:** This document reviews the Board of Directors' Roles and Responsibilities along with other important information.

- ____ **Attachment Two:** **SDRMA Board of Directors 2019 Nomination/Election Schedule:** Please review this document for important deadlines.

- ____ **Attachment Three:** **SDRMA Election Policy No. 2017-10:** A Policy of the Board of Directors of the Special District Risk Management Authority establishing guidelines for Director elections.

- ____ **Attachment Four:** **Sample Resolution for Candidate Nomination:** A resolution of the Governing Body of the Agency nominating a candidate for the Special District Risk Management Authority Board of Directors.

- ____ **Attachment Five:** **Candidate's Statement of Qualifications:** Please be advised that no candidate statements are endorsed by SDRMA. Candidate's Statements of Qualification will be distributed to the membership with the SDRMA election ballot, "exactly as submitted" by the candidate.

Please complete and return all required nomination and election documents to:

SDRMA Election Committee
C/O Paul Frydendal, COO
Special District Risk Management Authority
1112 "I" Street, Suite 300
Sacramento, California 95814

SDRMA BOARD OF DIRECTORS
FACT SHEET

SDRMA BOARD OF DIRECTORS ROLE AND RESPONSIBILITIES

Special District Risk Management Authority (SDRMA) is a public entity Joint Powers Authority established to provide cost-effective property/liability, worker’s compensation, health benefit coverages and comprehensive risk management programs for special districts and other public agencies throughout California. SDRMA is governed by a Board of Directors elected from the membership by the programs’ members.

Number of Board Members	SDRMA Board of Directors consists of seven Board Members , who are elected at-large from members participating in either program.
Board of Directors’ Role	SDRMA Board of Directors provide effective governance by supporting a unified vision, ensuring accountability, and setting direction based on SDRMA’s mission and purpose, as well as establishing and approving policy to ensure SDRMA meets its obligations and commitment to its members.
Board of Directors’ Responsibilities	Board Member responsibilities include a commitment to: serve as a part of a unified governance body; govern within Board of Directors’ policies, standards and ethics; commit the time and energy to be effective; represent and make policy decisions for the benefit, and in the best interest, of all SDRMA members; support collective decisions; communicate as a cohesive Board of Directors with a common vision and voice; and, operate with the highest standards of integrity and trust.
Three Seats For this Election	Elections for Directors are staggered and held every two years, four seats during one election and three seats in the following election. Three seats are up for election this year.
Term of Directors	Directors are elected for four-year terms . Terms for directors elected this election begin January 1, 2020 and end on December 31, 2023.
Board Member Travel Reimbursement	Board Members are reimbursed for reasonable travel and lodging in accordance with SDRMA Board Policy Manual 2017-01 and applicable laws and are allowed to claim a stipend of \$195 per meeting day or for each day’s service rendered as a Member of the Board.
Number of Meetings per Year	The Board meets from seven to ten times annually with an average of eight board meetings per year. Generally, the Board does not meet more than one meeting per month.
Meeting Location	SDRMA office in Sacramento, CA and at two conference locations.
Meeting Dates	Typically the first Wednesday and Thursday of the month.
Meeting Starting Times	Meetings are typically held 1:00 to 5:30 p.m. Wednesday and 8:00 to 10:00 a.m. Thursday .
Meeting Length	Meetings are four to six hours on average.
Average Time Commitment	Commitment per month ranges from 15 to 20 hours .

“The mission of Special District Risk Management Authority is to provide risk financing and risk management services through a financially sound pool to California public agencies, delivered in a timely and responsive cost-efficient manner.”

SDRMA BOARD OF DIRECTORS
2019 NOMINATION/ELECTION SCHEDULE



2019 Nomination/Election Schedule

TASK TIMELINE	
1/9	Board approves Election Schedule
1/24-25	Mail Notification of Election and Nomination Procedure to Members in January at least 90 days prior to mailing Ballots (111 actual days)
5/1	Deadline to return Nominations
5/2	Tentative Election Comm. Reviews Nominations
5/16-17	Mail Ballots at least 60 days prior to ballot receipt deadline (96 actual days)
8/21	Deadline to Receive Ballots
8/22	Tentative Election Comm. Counts Ballots
8/23	Election Committee Notifies Successful Candidates and Provides Them With Upcoming Board Meeting Schedule
9/25	Directors' Elect Invited to CSDA Annual Conf/SDRMA Breakfast/Super Session
11/6-7	Directors' Elect Invited to SDRMA Board Meeting
1/2020	Newly Elected Directors Seated and Election of SDRMA Board Officers

MARCH						
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OCTOBER						
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SDRMA BOARD OF DIRECTORS
ELECTION POLICY NO. 2017-10

A POLICY OF THE BOARD OF DIRECTORS OF SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY ESTABLISHING GUIDELINES FOR DIRECTOR ELECTIONS, DIRECTOR APPOINTMENTS, AND CREATION OF A SUPERVISING ELECTION COMMITTEE

- WHEREAS, SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA) is a joint powers authority, created pursuant to Section 6500, et. seq. of the California Government Code; and
- WHEREAS, the Board of Directors recognizes that it is in the best interest of the Authority and its members to adopt a written policy for conducting the business of the Board; and
- WHEREAS, establishing guidelines for Director elections and appointments will help ensure a process that is consistent for all nominees and candidates, will promote active participation by SDRMA members in the election/appointment process, and will help ensure election/appointment of the most qualified candidate(s); and
- WHEREAS, the Bylaws provide the Board with the option of conducting the election using a mail-in ballot process; and
- WHEREAS, the Board of Directors of SDRMA has an overriding and compelling interest in insuring the accuracy of the election/appointment process of its Board members through the creation of an election committee;

NOW, THEREFORE, it is the policy of the Board of Directors of SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY, until such policy shall have been amended or rescinded, that the following procedures shall be followed when conducting Director elections or filling a Director vacancy by appointment:

1.0. Election Schedule

- 1.1. Not later than the first Board meeting of each election year, the Board of Directors shall approve an election schedule based on the following criteria and time frames.

2.0. Election Committee

- 2.1. The Board of Directors herein establishes an election committee with the following composition, duties and responsibilities; The five (5) members of the Election Committee shall include two presently sitting members of the Board of Directors of SDRMA whose seats are not up for election, the Chief Operating Officer of SDRMA, and the CPA/auditor regularly used and retained by SDRMA at the time of counting ballots of and for an election to the Board of Directors. For good reason found and stated, the Board of Directors of SDRMA may appoint any CPA/auditor who, in the discretion of the Board of Directors, would appropriately serve the Election Committee. The General Counsel for SDRMA shall also sit as a member of the Election Committee with the additional obligation of providing legal advice to the balance of the Committee as legal questions may arise.

3.0. Member Notification of Election

- 3.1. Authority staff shall provide written notification, of an election for the Board of Directors, to all member agencies during January of each election year. Such written notification shall be provided a minimum of ninety (90) days prior to the distribution of ballots and shall include; (1) the number of Director seats to be filled by election; (2) a copy of this nomination and election procedure; and (3) an outline of nomination/election deadline dates.

4.0. Qualifications

- 4.1. A candidate seeking election, re-election or appointment to SDRMA's Board of Directors must be a member of the Governing Body or a management employee of an SDRMA member participating in both the Property/Liability and Workers' Compensation Programs. To qualify as a "management employee," the candidate must be a management-level (as determined by the Governing Body) employee whose wages are reported to the IRS on a "W-2" form. Only one (1) representative from any Member may serve on the Board of Directors at the same time. [Per Bylaws, Article II, (2) (b)]
- 4.2. Each nominated candidate must submit a properly completed "Statement of Qualifications" (required form attached) with an original signature (electronic signatures are not acceptable) on or before the filing deadline in May in order for the candidate's name to be placed on the official ballot. A candidate shall provide responses to all questions on the candidate's "Statement of Qualifications". Each nominated candidate's "Statement of Qualifications" must be filed in SDRMA's office on or before the aforementioned deadline by: (1) personal delivery; (2) U.S. mail; or (3) courier. When ballots are mailed to the membership, each candidate's "Statement of Qualifications" form will be distributed to the membership exactly as submitted by the candidate to SDRMA. However, any attachments submitted by the candidate(s) with the Statement of Qualifications will not be sent by SDRMA with the ballots to any members.
- 4.3. If a nominated candidate elects not to use the provided form "Statement of Qualifications," and prepares instead the candidate's own completed form, the candidate's form must include the title "Statement of Qualifications" and contain exactly all information required and requested by the provided form.

NOTE: The candidate's "Statement of Qualifications" form must be submitted as a part of the nominating process. When ballots are mailed to the membership, each candidate's "Statement of Qualifications" form will be distributed "exactly as submitted" to SDRMA, except that any attachments submitted by the candidate will not be sent to any SDRMA members.

- 4.4. A candidate who does not submit a Candidate's Statement of Qualifications that complies with Section 4.2 or 4.3 will be disqualified by the SDRMA Election Committee.

5.0. Nominating Procedure

- 5.1. Candidates seeking election or reelection must be nominated by action of their respective Governing Body. Only one (1) candidate may be nominated per member agency and one (1) candidate shall not represent more than one (1) member agency. A resolution from the candidate's district/agency Governing Body nominating the candidate must be received by the Authority on or before the scheduled date in May. (A sample of the resolution is enclosed). Actual receipt by the Authority on or before the scheduled deadline date in May is required. The resolution nominating the candidate may be hand-delivered to the Authority or sent by U.S. mail. In the event a candidate is nominated by two (2) or more member agencies, he or she shall represent the member agency whose nominating resolution is first received by the Authority. The other member agency or agencies that nominated the candidate shall be entitled to select a replacement nominee as long as a resolution nominating the replacement is received by the Authority prior to the scheduled deadline date.
- 5.2. A member may not nominate a candidate unless that member is participating in both the Property/Liability and Workers' Compensation Programs and is in "good standing" on the date the nominations are due. "Good standing" is defined as no accounts receivable due to SDRMA which is more than ninety (90) days past due.
- 5.3. No earlier than the day after the deadline for receipt of nominations, the Election Committee, as hereinabove defined and comprised, shall review all nominations received from members, and will reject any nominations that do not meet all of the qualifications specified and set forth in this policy. The Election

Committee's decisions regarding the qualification of nominees are final. Following the Election Committee's review of all nominations, the Election Committee shall direct that a ballot be prepared stating and listing all of the qualified nominees. The ballot of qualified nominees shall be distributed to the membership for election by mail as described below.

- 5.4. Upon verification or rejection of each nominee by the Election Committee, staff will mail acknowledgment to both the nominee and the district/agency of its acceptance or rejection as a qualified nominee for election.
- 5.5. A nominee requesting that his/her nomination be withdrawn prior to the election, shall submit such requests in writing to SDRMA's office a minimum of three (3) days prior to the scheduled date for mailing the ballots. After that date, all qualified nominees names shall appear on the ballot mailed to the membership.

6.0. Terms of Directors

- 6.1. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate off-numbered year. [Per Bylaws, Article II, (3), paragraph 1].

7.0. Campaigning

- 7.1. SDRMA staff will mail each qualified candidate's "Statement of Qualifications", "exactly as submitted" by the candidate with the ballots to the membership.
- 7.2. Candidates, at their own expense, may distribute additional information to member agency(s) after the ballots have been mailed and prior to the election.
- 7.3. SDRMA staff is prohibited from actively promoting a candidate or participating in the election process while on Authority premises.
- 7.4. SDRMA staff may provide member information, mailing lists, financial reports or operational data and information, that is normally available through the Public Records Act, to candidates to assist them in their research and campaigning. In addition to obtaining such information under the Public Records Act, candidates may request SDRMA staff prepare mailing labels for the distribution of campaign materials to member agencies. Under existing policy, charges will apply for this service. The SDRMA logo is trademarked for use by SDRMA only. Neither the logo, nor any other Trademark of SDRMA may be used in any campaign literature. No campaign literature is to imply support of any candidate by SDRMA.
- 7.5. SDRMA election mailings to the membership, including ballots and candidates' "Statement of Qualifications", shall be sent via first class mail.

8.0. Limitations on Campaigning

- 8.1. As used in this section the following terms have the following meanings:

"Campaign Activity" means any activity that expressly advocates the election or defeat of a candidate or provides direct support to a candidate for his or her candidacy. "Campaign activity" does not include the incidental and minimal use of public resources, such as equipment or office space, for campaign purposes or the use of public resources to nominate a candidate or vote in any Board of Directors election.

"Candidate" means an individual who has been nominated by the Member Agency to have his or her name listed on the ballot for election to the Board of Directors.

"Expenditure" means a payment of Member Agency funds that is used for communications that expressly advocate the election or defeat of a clearly identified candidate. "Expenditure" does not include the use of public funds to nominate a candidate or vote in any Board of Directors election.

"Public resources" means any property or asset owned by the Member Agency, including, but not limited to, land, buildings, facilities, funds, equipment, supplies, telephones, computers, vehicles, travel, and Member Agency-compensated time.

- 8.2. An officer, official, employee, or consultant of a Member Agency may not expend or authorize the expenditure of any of the funds of the Member Agency to support or oppose the election or defeat of a candidate for the Board of Directors.
- 8.3. No officer, official, employee, or consultant of a Member Agency shall use or permit others to use public resources for campaign activity.
- 8.4. At any time during an election campaign, if a Member Agency or its officers, officials, employees or consultants violate this section, that Member Agency shall be ineligible to nominate a candidate for the Board of Directors election in which the violation occurred. Any candidate of an offending Member Agency shall be deemed to have withdrawn his or her candidacy. Prior to declaring a Member Agency ineligible to nominate a candidate or a specific candidate's candidacy withdrawn, the Elections Committee shall hold a hearing to determine whether or not a violation of this section occurred. The hearing shall be conducted pursuant to reasonable procedures that the Elections Committee shall prescribe, provided that the affected Member Agency or candidate shall have an opportunity to dispute the violation. At the conclusion of the hearing, the Elections Committee shall determine by a majority vote whether the violation occurred.

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9.0. Balloting

- 9.1. A ballot containing nominees for the Board of Directors, accepted and approved by the Election Committee, shall be mailed by first class mail, to each SDRMA member agency, except as provided in Section 9.2 below, no less than sixty (60) days prior to the deadline for receiving ballots and the closing date for voting. Ballots shall show the date and time the ballots must be received in SDRMA's office. A self-addressed, stamped, return envelope shall be mailed with each ballot.
- 9.2. In the event that the number of qualified/approved nominees is equal to or less than the number of director seats up for election, the mailing of the ballots as outlined in Section 9.1 shall be waived.
- 9.3. Only those qualified nominees approved by the Election Committee will be eligible candidates on the ballot. Write-in candidates shall not be accepted.
- 9.4. It is required that the Governing Body of each member vote on behalf of their agency at a public meeting and the ballot MUST be signed by the agency's Presiding Officer.
- 9.5. A member may not vote unless the member was a member of the Authority in "good standing" on or before the nomination due date for the pending election. "Good standing" is defined as no accounts receivable due to SDRMA which is more than ninety (90) days past due.
- 9.6. A member may cast only one (1) vote for the same candidate. By way of example, if there are four (4) candidates on the ballot, a member may not cast two (2) to four (4) votes for any single candidate. Any ballot casting more than one (1) vote for the same candidate will be considered void.



- 9.7. A member may vote by using the official ballot provided by SDRMA, or a copy of SDRMA's original ballot, or a reasonable duplicate prepared by the member agency. Whichever of the three foregoing formats is used, the ballot must contain an original signature and confirmation that the ballot was approved at a public meeting of the agency's Governing Body. Ballots submitted without an original signature and/or without confirmation that the form of the ballot was approved at a public meeting of the agency's Governing Body will be considered void.
- 9.8. Ballots may be returned using either hand-delivered or mailed in ballots - faxed or e-mailed ballots will not be accepted. Mailed in ballots must be addressed to, and hand-delivered ballots must be delivered to, the Special District Risk Management Authority office presently located at 1112 I Street, Suite 300, Sacramento, California 95814-2865.
- 9.9. Any ballot received after the specified deadline will not be counted and will be considered void.

10.0. Election Results

- 10.1. All ballots will be opened and counted at SDRMA's office only after the deadline for receiving ballots. Ballots will be opened by SDRMA's Election Committee, no more than five (5) days after the closing deadline. Candidates receiving the highest number of votes shall be declared the elected director(s).
- 10.2. In the event of a tie, a coin toss shall be used to determine the elected director. The coin toss shall be conducted by the Election Committee at the time and place of the conclusion of counting ballots.

PROCEDURE: In the event more than two (2) candidates tie, the coin toss shall be between two (2) candidates at a time based on the order in which their name appeared on the ballot. This process shall be repeated, as needed, in cases where there are more than two (2) candidates.

- 10.3. Excluding tie votes, within five (5) days after the ballots are opened and tabulated Authority staff shall advise the candidates and their respective agency in writing of the final election results. Copies of the results shall also be mailed/distributed to SDRMA's Board of Directors, staff and consultants and published in the first available CSDA newsletter.
- 10.4. If a director-elect withdraws after the election or fails to accept the Director seat prior to December 31, the Board shall name a new director-elect by going back to the ballots and awarding the seat to the candidate receiving the next highest number of votes during the election.
- 10.5. Staff shall invite newly elected director(s) to attend the Annual Membership meeting and all scheduled Board meeting(s) after confirmation of election results until the director(s) elect assume office. Director(s) elect will be reimbursed for expenses, except for director stipends, in accordance with approved director reimbursement policy (copy of policy shall be provided to newly elected directors).
- 10.6. A member or candidate dissatisfied with the election result may, within ten (10) days after the ballots are opened and tabulated, file with the Authority a written challenge and appeal. The challenge and appeal must clearly set forth the complaint and any and all facts in support of the challenge and appeal. Within ten (10) days after the ballots are opened and tabulated, the challenge and appeal shall be delivered and received by the Authority. Within five (5) days of receipt of the challenge and appeal, the Authority shall deliver the same to the Election Committee for decision. The Election Committee shall have absolute authority for deciding the challenge and appeal. Notice of the decision of the Election Committee shall be provided to the party filing the challenge and appeal within ten (10) days.

11.0. Director Vacancy

11.1. If a director vacancy(s) occurs (Note 1), appointment of a replacement director for the balance of the unexpired term will be made by the remaining members of the SDRMA Board. In order to accomplish this in an orderly and consistent manner, when a vacancy(s) of an elected Director(s) occurs, the SDRMA Board of Directors, after discussion and consideration, shall, when deemed appropriate, instruct staff to:

- a) notify all then member entities that a vacancy has occurred; and
- b) said notice shall refer to the applicable Article in the By-laws in advising member entities and their eligible candidates of the steps to take to apply for appointment; and
- c) the SDRMA Board shall establish the closing date for the receipt of applications; and
- d) candidates shall submit the following, by the date specified in the notice:
 - i) a letter of interest; and
 - ii) a resume, with particular emphasis on the candidate's knowledge of special districts and risk management; and
 - iii) a resolution from, or a letter approved by, the candidate's Governing Body nominating the candidate; and
- e) the Election Committee shall review all applications received, and shall reject any that do not meet all of the qualifications specified and set forth in this policy; and
- f) upon verification or rejection of each application by the Election Committee, staff will mail acknowledgement to both the applicant and the district/agency of its acceptance or rejection of the applicant as a qualified candidate for appointment; and
- g) candidates shall be interviewed at the next regularly scheduled meeting of the SDRMA Board of Directors following the date of closure for the applications. Interviews shall be in person, or if an unforeseen emergency arises, the interview may be by telephone at the same scheduled time; and
- h) the SDRMA Board shall make the appointment without undue delay, but need not act at the same meeting.

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Note 1: If the Director vacancy occurs within nine (9) months after the date the ballots were counted and certified by the Election Committee or within nine (9) months after a candidate was appointed to fill a vacancy, then the Board shall have the option to interview and appoint the candidate(s) who did not receive sufficient votes to be elected OR to interview and appoint from the pool of candidates from 11.1.g) above. If the Director vacancy occurs in an election year after the Notification of Election is sent to the members, the Board may determine to fill the vacancy by appointing the candidate who receives the next highest number of votes in the election. If the Board determines in its sole discretion that none of these options is appropriate, then staff shall be instructed to proceed with the process described above in steps 11.1 a) to h).

Revised and adopted this 2nd day of November 2017, by the Board of Directors of Special District Risk Management Authority, at a regular meeting thereof.

This Policy No. 2017-10 supercedes Policy No. 2017-03 and all other policies inconsistent herewith.

APPROVED:


Jean Bracy, President
Board of Directors

ATTEST:


Gregory S. Hall, ARM
Chief Executive Officer

**SAMPLE
RESOLUTION FOR
CANDIDATE NOMINATION**

Available for download in Microsoft Word file format
visit our website at www.sdrma.org

[AGENCY NAME]
RESOLUTION NO.

A RESOLUTION OF THE GOVERNING BODY OF THE [AGENCY NAME] NOMINATING [CANDIDATE'S NAME]
AS A
CANDIDATE FOR ELECTION TO THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF
DIRECTORS

WHEREAS, the Special District Risk Management Authority (SDRMA) is a Joint Powers Authority formed under California Government Code, Section 6500 et.seq., for the purpose of providing risk management and risk financing for California Special Districts and other local government agencies; and

WHEREAS, the Joint Powers Agreement (JPA) and Bylaws of SDRMA set forth director qualifications, terms of office and election requirements; and

WHEREAS, the Board of Directors of SDRMA established procedures and guidelines for the Director Election process; and

WHEREAS, the Board of Directors of SDRMA established a policy requiring candidates seeking election to the SDRMA Board of Directors to be: 1) a member of the agency's governing body or management employee per SDRMA Election Policy 2017-10, Section 4.1 and be an active member agency of **both** SDRMA's Property/Liability and Workers' Compensation Programs, and 2) be nominated by Resolution of their member agency's governing body, and 3) each nominated candidate must submit a completed and signed "Candidate's Statement of Qualifications" on or before the May 1, 2019 filing deadline in order for the candidate's name to be placed on the official ballot.

NOW, THEREFORE, BE IT RESOLVED:

1. The governing body of **[AGENCY NAME]** nominates **[CANDIDATE'S NAME]**, its **[POSITION TITLE]**, as a candidate for the Board of Directors of the Special District Risk Management Authority.

2. **[ONLY IF CANDIDATE IS NOT A MEMBER OF THE AGENCY'S GOVERNING BODY: The governing body of [AGENCY NAME] has determined that [CANDIDATE'S NAME] is a management employee for purposes of SDRMA Election Policy 2017-10, Section 4.1].**

3. The governing body of **[AGENCY NAME]** further directs that a copy of this Resolution be delivered to SDRMA on or before the May 1, 2019 filing deadline.

ADOPTED this **[DATE]** of **[MONTH/YEAR]** by the Governing Body of **[AGENCY NAME]** by the following roll call votes:

AYES:	[LIST NAMES of GOVERNING BOARD VOTES]
NAYES:	"
ABSTAIN:	"
ABSENT:	"

APPROVED

ATTEST

President – Governing Body

Secretary

CANDIDATE'S STATEMENT
OF
QUALIFICATIONS

Available for download in Microsoft Word file format
visit our website at www.sdrma.org

Subject: Laws That Apply to Your Organization

Date: February 14, 2019

Agenda Item #: 9.C.

Consent

Public Hearing

Information

Discussion

Action

Submitted and presented by: Acting Interim Director, Roxanne Brown

Recommendation: Information

Cal Chamber table designed to help employers identify California employment laws based on the number of employees. The DPL employs 19 employees.

Laws That Apply to Your Organization

This table is designed to help you quickly identify which employment laws affect you. Use the following chart to determine which labor laws apply to you based on the number of employees you have.

Law/Requirement	All Employers	2 or more	4 or more	5 or more	15 or more	16 or more	20 or more	25 or more	50 or more	75 or more	100 or more
Affirmative Action									✓	✓	✓
Alcohol/Drug Rehabilitation								✓	✓	✓	✓
Americans with Disabilities Act (ADA)					✓	✓	✓	✓	✓	✓	✓
Ban the Box				✓	✓	✓	✓	✓	✓	✓	✓
Cal-COBRA (health insurance continuation)*		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Child Labor	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Civil Air Patrol Leave						✓	✓	✓	✓	✓	✓
COBRA (health insurance continuation)							✓	✓	✓	✓	✓
Crime Victim's Leave	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Disability Insurance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Discrimination and Foreign Workers			✓	✓	✓	✓	✓	✓	✓	✓	✓
Discrimination Laws (Federal)					✓	✓	✓	✓	✓	✓	✓
Discrimination Laws (State)				✓	✓	✓	✓	✓	✓	✓	✓
Domestic Violence, Sexual Assault and Stalking Victims' Leave: Legal Proceedings/Reasonable Accommodation	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

* Cal-COBRA covers employees with 2-19 employees who offer health insurance benefits to employees. Cal-COBRA covers employers with 20 or more employees when the employee loses COBRA coverage, if the COBRA coverage was for less than 36 months.



Laws That Apply to Your Organization

Law/Requirement	All Employers	2 or more	4 or more	5 or more	15 or more	16 or more	20 or more	25 or more	50 or more	75 or more	100 or more
Domestic Violence, Sexual Assault and Stalking Victims' Leave:: Medical Treatments								✓	✓	✓	✓
Employee Safety	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Equal Employment Opportunity (EEO) Reporting**											✓
Family and Medical Leave (FMLA and CFRA)									✓	✓	✓
Fair Employment and Housing Act (FEHA)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Fair Pay Act (CA)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Illiteracy Accommodation								✓	✓	✓	✓
Immigration Reform and Control Act (IRCA)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Independent Contractors	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Injury and Illness Prevention Program (IIPP)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jury Duty Time Off	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lactation Accommodation	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mandatory Sexual Harassment Training				✓	✓	✓	✓	✓	✓	✓	✓
Military Service/USERRA Leave	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Military Spouse Leave								✓	✓	✓	✓

** EEO reporting also applies to employers covered by Title VII who have fewer than 100 employees if the organization is owned or affiliated with another organization or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

Laws That Apply to Your Organization

Law/Requirement	All Employers	2 or more	4 or more	5 or more	15 or more	16 or more	20 or more	25 or more	50 or more	75 or more	100 or more
New Employee Reporting	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Organ and Bone Marrow Donor's Leave					✓	✓	✓	✓	✓	✓	✓
Paid Family Leave	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Paid Sick Leave	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Parental Leave							✓	✓	✓	✓	✓
Pay and Scheduling	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Posters and Notices	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pregnancy Disability Leave Laws				✓	✓	✓	✓	✓	✓	✓	✓
Prior Salary Ban	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Privacy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
School Activities Leave***								✓	✓	✓	✓
School Appearances Leave	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Smoking in the Workplace	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Unemployment Insurance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Volunteer Civil Service Leave	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Volunteer Civil Service Training Leave									✓	✓	✓
WARN Act (plant closing)										✓	✓
Workers' Compensation	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

*** A covered employer must employ 25 or more employees working at the same location.



Subject: Collection and Circulation Use of the DPL
Date: February 14, 2019
Agenda Item #: 10.A.1
 Consent
 Public Hearing
 Information
 Discussion
 Action

Submitted and presented by: Acting Interim Director, Roxanne Brown
Recommendation: Discussion

Data Source Counting Opinions

- Circulation per Capita Five years, 2012/13 – 2016/17
- Expenditures per Capita Five years, 2012/13 – 2016/17
- Visits per Capita Five years, 2012/13 – 2016/17
- Total Collection per Capita Five years, 2012/13 – 2016/17

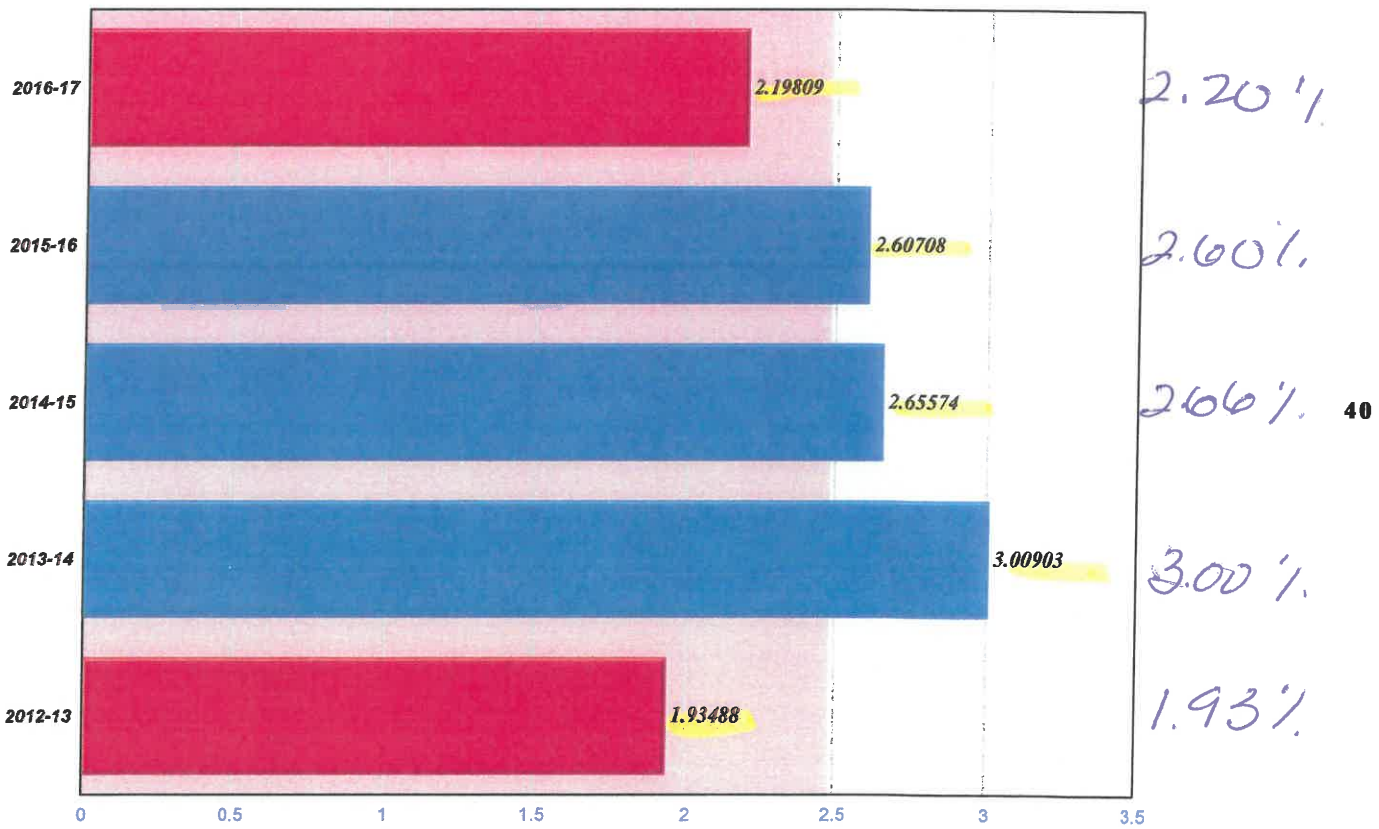
California State Library Report

- Total Collection Use 66,986
- Registered Library Card Holders 5,461

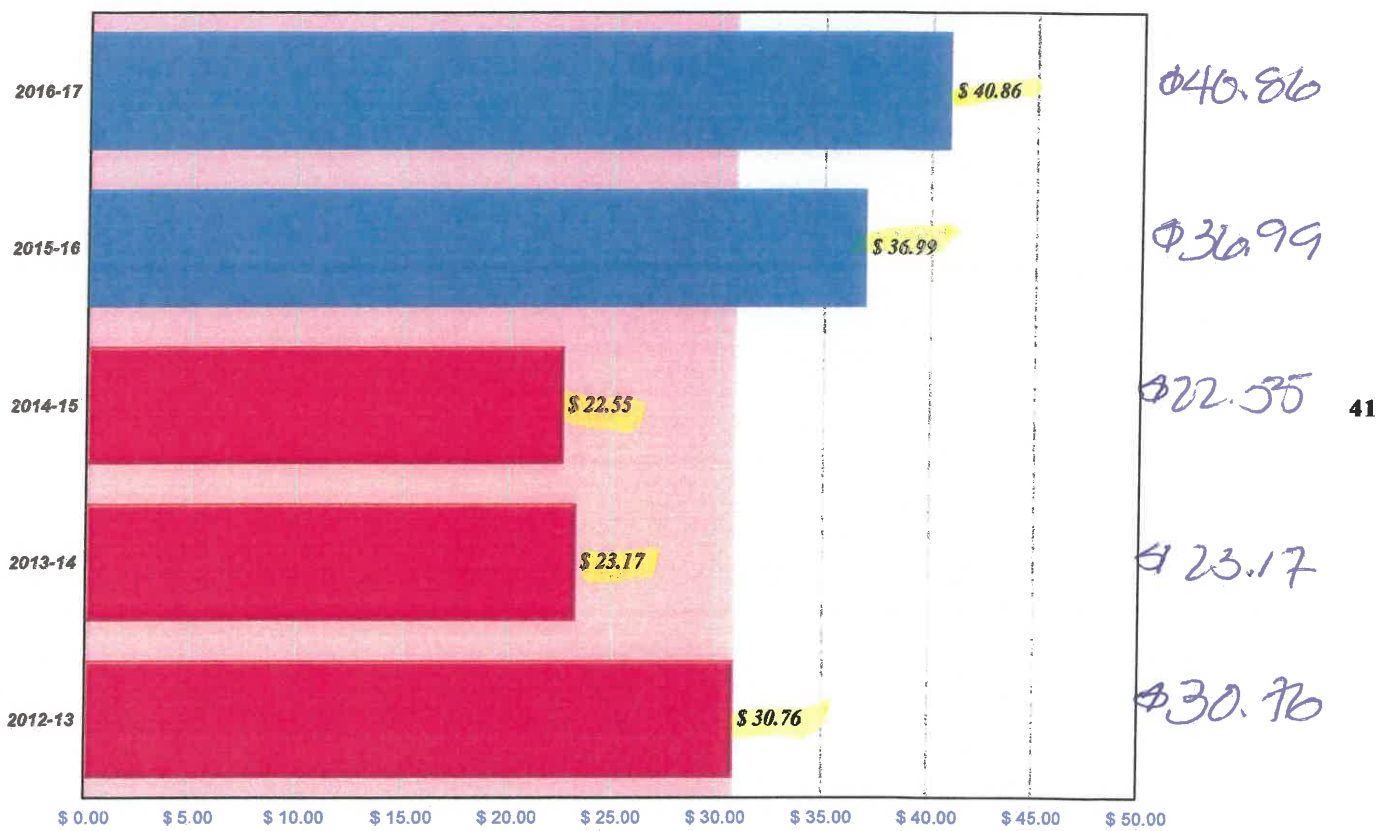
2016 Census Data

- Population of the City of Dixon 19,806

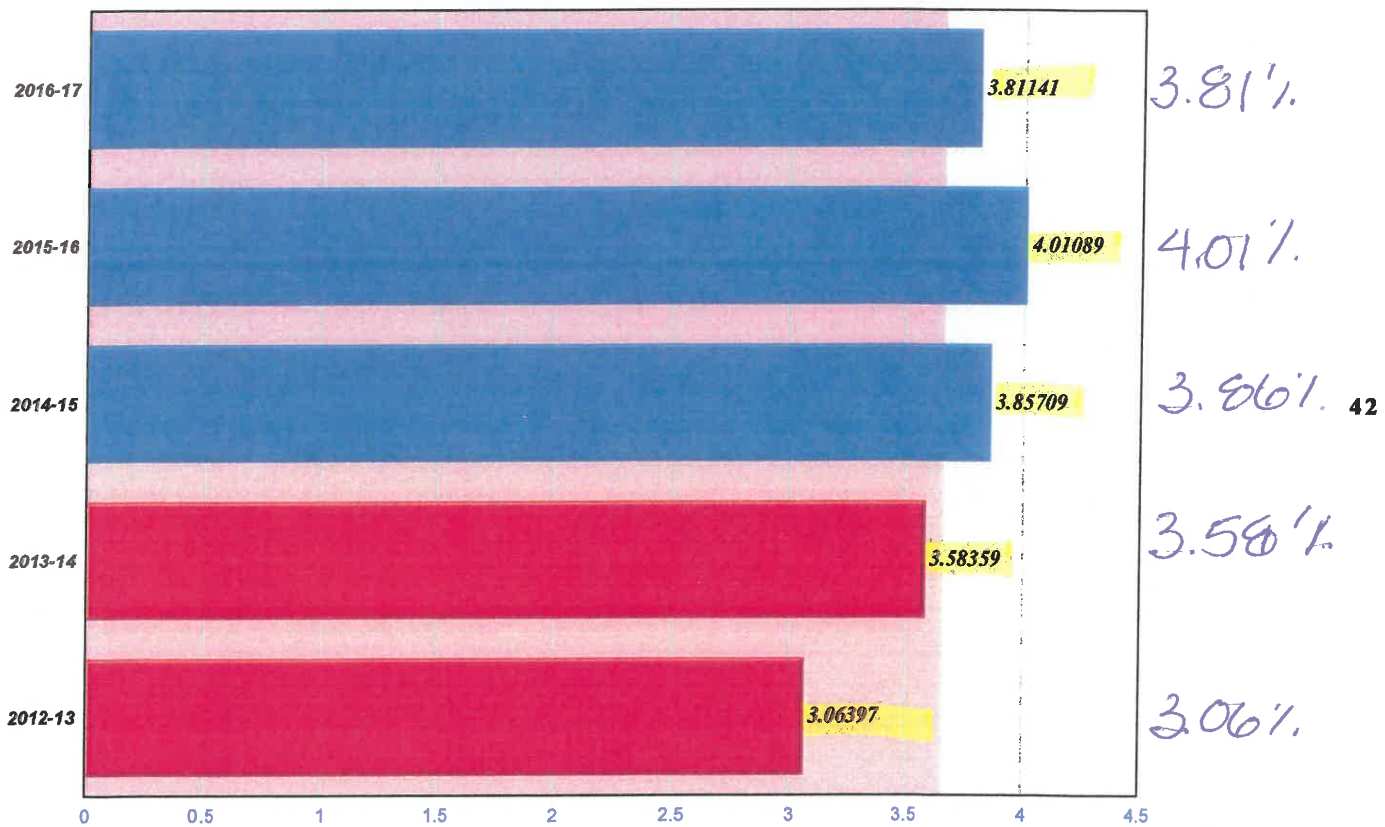
Circulation per Capita
DIXON PUBLIC LIBRARY DISTRICT



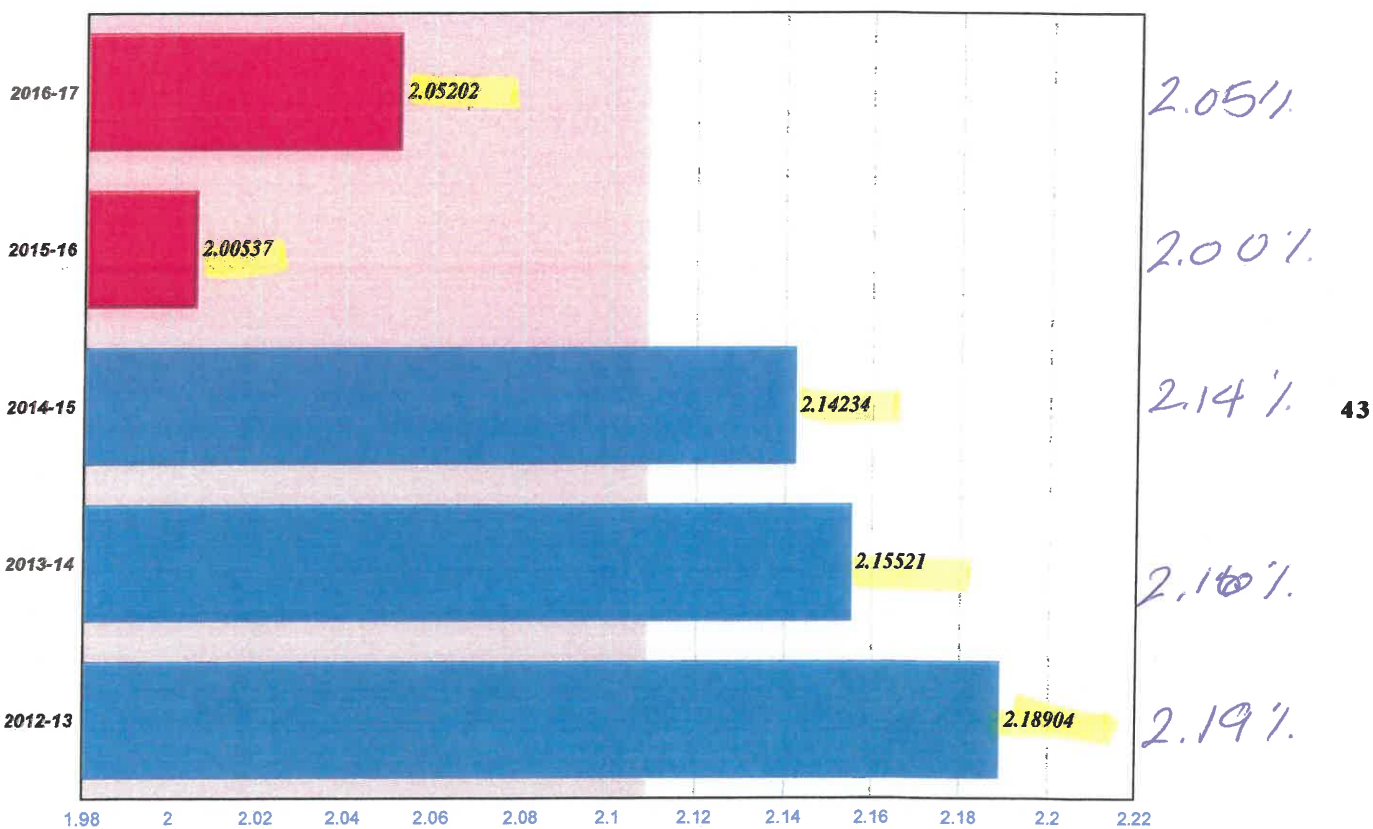
Expenditures per Capita DIXON PUBLIC LIBRARY DISTRICT



Visits per Capita
DIXON PUBLIC LIBRARY DISTRICT



Total Collection per Capita DIXON PUBLIC LIBRARY DISTRICT



DIXON PUBLIC LIBRARY DISTRICT 2017-18

Visits

801. Library Visits ⁹	84,136
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Reference

Reference transactions are information consultations in which library staff recommend, interpret, evaluate, and/or use information resources to help others to meet particular information needs.

A reference transaction includes information and referral service as well as unscheduled individual instruction and assistance in using information sources (including web sites and computer-assisted instruction). Count Readers Advisory questions as reference transactions.

Information sources include (a) printed and non-printed material including the internet; (b) databases (including computer-assisted instruction); (c) the library's own catalogs and other holdings records; (d) other libraries and institutions through communication or referral; and (e) persons both inside and outside the library.

When a staff member uses information gained from previous use of information sources to answer a question, the transaction is reported as a reference transaction even if the source is not consulted again.

If a contact includes both reference and directional services, it should be reported as one reference transaction. Duration should not be an element in determining whether a transaction is a reference transaction.

NOTE: It is essential that libraries do not include directional transactions in the report of reference transactions except as noted above. Directional transactions include giving instruction for locating staff, library users, or physical features within the library. Examples of directional transactions include, "Where is the reference librarian? Where is Susan Smith? Where are the 600s? Can you help me make a photocopy?"

NOTE: If an annual count of reference transactions is unavailable, count reference transactions during a typical week or weeks, and multiply the count to represent an annual estimate. [If the sample is done four times a year, multiply totals by 13, if done twice a year, multiply by 26, if done only annually, multiply by 52.] A "typical week" is a time that is neither unusually busy nor unusually slow. Avoid holiday times, vacation periods for key staff, or days when unusual events are taking place in the community or in the library. Choose a week in which the library is open its regular hours.

802. Reference Questions	10,032
802a. Technology assistance ¹⁰	1,664

Circulation

Circulation of all materials of all types including renewals.

Note: Count all materials in all formats that are charged out for use outside the library. Interlibrary loan transactions included are only items borrowed for users. Do not include items checked out to another library.

Counting Electronic Items Resource Sheet

803. Physical Item Circulation	59,496
804. Circulation of Childrens Materials	17,991
805. Circulation of Non English Materials	1,297
807. Circulation of Electronic Materials	2,693
808. Successful Retrieval of Electronic Information	4,797
809. Electronic Content Use ¹¹	7,490
810. Total Circulation	62,189
811. Total Collection Use	66,986

Subject: Executive Searches for the DPL
Date: February 14, 2019
Agenda Item #: 10.A.2
 Consent
 Public Hearing
 Information
 Discussion
 Action

Submitted and presented by: Acting Interim Director, Roxanne Brown
Recommendation: Discussion

Document attached: What Library Directors Need to Know

- America Library Association: Positions may be posted on their site
<http://www.ala.org/educationcareers/employment/placement>
- Publications:
 - Edjoin: www.edjoin.org
 - Sacramento Bee: www.sacbee.com
 - American Libraries
 - Library Journal
 - Library Hotline
 - State association websites
- Universities and State Colleges

What Library Directors Need to Know

Library director jobs perhaps offer the largest range of duties in the library world. In a rural setting, the director may be the only regularly scheduled employee. In a large urban setting, the "city librarian" or director may oversee a staff of hundreds and fifty branches. In the small library the director may handle everything from locking the doors to paying the bills. In a large library the director may have maintenance and accounting departments.

Education

The requirements for a library director position can span the range below:

- Four-year undergraduate degree in any field
- Master of library science degree (MLS)
- MLS degree from an American Library Association (ALA)-accredited school
- ALA-accredited MLS degree plus a teaching certificate (<http://www.uky.edu/Education/TEP/usacert.html>) (often the case in school libraries) or an ALA-accredited MLS plus a second masters degree, e.g., a law degree

Confused? Don't worry, the Next Steps section on the bottom of this page will help you!

Skills

- Desire to meet and serve the library's user community
- Ability to think analytically and to develop new or revised systems, procedures, and work flow
- Ability to exercise initiative and independent judgment
- Knowledge of computers, the internet, and commercially available library software
- Ability to prepare comprehensive reports and present ideas clearly and concisely in written and oral form
- Ability to make administrative decisions, interpret policies, and supervise staff
- Ability to motivate, establish and maintain effective working relationships with associates, supervisors, volunteers, other community agencies and the public
- Knowledge of the philosophy and techniques of library service
- Ability to organize job duties and work independently
- Demonstrated knowledge of library materials and resources
- Creativity to develop and implement library programs and services
- Ability to communicate both orally and in writing
- Employs management techniques effectively in directing, planning, organizing, staffing, coordinating, budgeting, and evaluating the library's operation

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Experience

- Typically ten years of experience as a librarian with five years of managerial or administrative experience although will vary greatly by size of library and responsibilities of the job
- Demonstrated interest in professional development through attending workshops and conferences

Career path

- Library directors typically seek other leadership positions that may offer new opportunities such as a new building or renovation project, greater challenges in terms of size of library, and a variety of other factors. Directors who start out in smaller libraries may seek library manager (</educationcareers/careers/librarycareerssite/whatyouneedlibrarymgr>) positions in larger libraries.

Finding a job

- Library director positions are often posted in library publications, such as *American Libraries*, *Library Journal*, *Library Hotline*, and electronically on library electronic discussion lists, library websites, library cooperative websites, and state association websites.

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If you are interested in becoming a library director, below are the next steps to consider per your education. You may begin at any step:

- Do I need a library science master's degree >>
(</educationcareers/careers/librarycareerssite/whatyouneedmaster>)
- Choosing a library school >>
(</educationcareers/careers/librarycareerssite/whatyouneedchooseschool>)
- Applying for scholarships and other financial assistance >>
(</educationcareers/careers/librarycareerssite/gettinghelpfinancial>)

read more about it:

Library Administration and Management Association (</llama/llama>)

The Accidental Library Manager (<http://www.lisjobs.com/talm/>) by Rachel Singer Gordon

(2005)

- Pages (</educationcareers/careers/librarycareerssite/whatyouneedpage>)
- Library Assistants and Technicians
(</educationcareers/careers/librarycareerssite/whatyouneedassistant>)
- Librarians (</educationcareers/careers/librarycareerssite/whatyouneedlibrarian>)
- Library Managers (</educationcareers/careers/librarycareerssite/whatyouneedlibrarymgr>)
- Library Directors (</educationcareers/careers/librarycareerssite/whatyouneeddirector>)
- Other Professionals (</educationcareers/careers/librarycareerssite/whatyouneedotherprof>)
(human resources, accounting, network administrators, facilities managers, etc.)
- Do I need a library science associate's degree?
(</educationcareers/careers/librarycareerssite/whatyouneedassociate>)
- Do I need a library science master's degree?
(</educationcareers/careers/librarycareerssite/whatyouneedmaster>)
- Choosing a library school
(</educationcareers/careers/librarycareerssite/whatyouneedchooseschool>)

Subject: Proposal for Interior Renovation of Library

Date: February 14, 2019

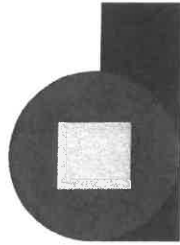
Agenda Item #: 10.A.3

- Consent
- Public Hearing
- Information
- Discussion
- Action

Submitted and presented by: Acting Interim Director, Roxanne Brown

Recommendation: Discussion

Proposal attached



MaryAnnDowney
InteriorDesign

PROPOSAL
DESIGN SERVICES
DIXON PUBLIC LIBRARY

January 5, 2018

Steve Arozena
Senior Administrator Dixon Public Library
230 N. 1st Street
Dixon, California 95620

Dear Mr. Arozena,

We are pleased to present this proposal to provide a comprehensive design blueprint for the Dixon Public Library.

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Based upon our site visit with you, it is our intention to not only fulfill the requirements you requested in updating the facility and improving its functionality for all areas, but to make those changes relate to the exterior period of the building in a timeless but innovative fashion. We also understand, what with all the services you provide, that durability and simple maintenance for all new finishes need thoughtful consideration. Being involved in both residential and commercial design, we can offer you a combination of the best of both worlds for maximum comfort, suitability and maintenance in your facility.

If this proposal meets with your approval, please sign and date. We will then issue a contract for your project.

I have attached a project history of my office and biography of the firm.

Sincerely,

Mary Ann Downey
Principal/ Senior Designer
Mary Ann Downey Interior Design

BIOGRAPHY

Mary Ann Downey Interior Design, established in 1979, is a comprehensive residential and commercial interior design firm. We combine over 52 years' experience with cutting edge design applications to provide our clients a complete blend of design and consulting services.

We are enthusiastic and passionate about providing functional and aesthetically pleasing solutions for our clients that prove timeless no matter what the style. Projects are developed with attention to detail and clients are involved in the process as they desire. Constant communication with clients lead to projects that feature design originality. Timeliness is always a critical component of any project. Our experience allows us to seamlessly work with vendors and contractors to achieve maximum results within required time frames.

The following is an abbreviated list of offered services for both residential and commercial projects:

Creative Consultation and Client Needs Assessment
As-Builts, Floor Plans and Building Layout Drawings
Residential/Commercial Space Planning
Remodel Space Planning
Specifications of all Building Materials and Interior/ Exterior Finishes
Commercial Furniture Specifications
Design &/or Procurement of Furniture, Floorings, Window Treatments, Fabrics,
Interior and Exterior Color Scheme Selections
Inventory and Relocation for Existing Furniture
Presentation Boards

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Over the years, our firm has been noted in many publications including The Sacramento Bee and The Business Journal. Mary Ann has made guest appearances on local television shows and had her work has been published in Formica Corporation's Deco Metal marketing brochure. In 2004, our Small Business Administration project won the esteemed McGraw Hill Best of California Award, and in 2008 an entire house remodel received the National NARI Coty Award. MAD Interior Design has been a participant in numerous Show Houses and charitable events throughout its career.

Mary Ann Downey Interior Design has completed hundreds of successful residential and commercial projects, with a long list of satisfied clients. Commercial projects include Corporate, Government, Education, Medical/Dental and Hospitality Projects. We have included a list of some various projects for references. Photographs of some of those projects can be seen on our website: www.madinteriordesign.com

SCOPE OF WORK

SPACE PLANNING

To Include the Following Areas

- Entry & Circulation Desk
- Restrooms
- Administration Areas & Breakroom
- Information Desk
- Computer Area & Card Catalog Computers
- Digital Media Area
- Children's Reading Area
- Young Adult Reading Area
- Adult Reading Area
- Exterior Multiuse Patio

FINISHES & FIXTURES

For All Areas Including Design Drawings as Needed

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- Tile
- Carpet
- LVT
- Partition Walls
- Wallcovering
- Paint
- Fixed Cabinetry
- Hardware
- Doors
- Lighting
- Bathroom Fixtures
- Acoustical Solutions
- Signage
- Wall Décor/Art

FURNITURE

For All Areas (May or May Not Include the Following)

- Shelving
- Lounge Seating
- Administration Office Furniture
- Children's Seating Area
- Computer Desks & Chairs
- Public Work Tables & Chairs
- Occasional Benches
- Information Boards

DELIVERABLES

SPECIFICATION BOOKS (2)

Inclusions:

- Space Plans for areas per Scope of Work
- Materials and Finishes per Area: Flooring, Walls, Acoustical Solutions, Lighting, Built-In Cabinetry, Interior & Exterior Paint Schemes, etc.
- Lighting Diagrams/ Electrical
- Finish Schedule
- Floor and Wall Auto Cad Diagrams of Architectural Details, Tile Designs, Wall and New Ceiling Designs as Needed for Installation.
- Furniture Manufacturers and Specifications for Purchase.
- Contact Information Sheet of all Vendors
- Presentation Boards

Exclusions:

- As-Built Auto Cad Drawings (Provided by Architect)
- Architectural, Landscape or Permit Set Plans
- Millwork Drawings for Production
- Furniture Procurement Under Separate Contract*

*We can provide this service if desired.

FEES: \$ 22,500.00

Dated: _____

MaryAnn Downey
MARYANN DOWNEY
INTERIOR DESIGN

Dated: _____

[Client name]



MaryAnnDowney
InteriorDesign

COMMERCIAL PROJECTS

Projects listed include all or most of the following:
New or Remodel/Tenant Improvement/Space Planning/Interior Finish Schedule/Product
Specification/Color Specification/Exterior Specification

www.MadInteriorDesign.com

PROJECT NAMES AND LOCATIONS

*Over 30,000 sq ft

55

A & B Properties
2890 Gateway Oaks
Sacramento, CA 95758

A & B Properties
2868 Prospect Park Drive
Rancho Cordova, CA 95670

AKT Development Co.
7700 College Town Drive
Suite 101
Sacramento, CA
-Suspended

American Family Dentistry
901 Sunrise Ave. #A-1
Roseville, CA 95661

Assistance League of Sacramento
Fulton Avenue
Sacramento, California

AT &T
Lobby and Building Standards
10000 Goethe Road
Rancho Cordova, CA 95827

Bradville 7/EDD
South Bradshaw Business Center
9815 Goethe Road
Rancho Cordova, CA 95827

Brigit Barnes & Associates
Penryn Plaza
Penryn, CA

Brown Construction
1465 Enterprise Boulevard, #100
West Sacramento, CA 95691

Capital Public Radio Station
CSU Sacramento
Sacramento, CA

CIM Group
980 9th Street
Sacramento, CA

City of Oakley
New Government Offices
Main St. & Norcross
Oakley, CA 94561

City of Oakley
Civic Center & Police Dept.
Oakley, CA 94561

Conservation Strategy Group
1100 11th Street, Ste. 200
Sacramento, CA 95814

Dan Costa Law Firm
455 University Ave. #360
Sacramento, CA 95825

Designs in Dentistry
100 Ironpoint Circle, #100
Folsom, CA 95762

Dr. Amor Cristobal, D.M.D.
1355 Florin Road, Suite 21
Sacramento, CA 958

*Evergreen
City Gate Plaza Offices & Lobbies
2400,2450,2500 Venture Oaks Way
Sacramento, CA 95833

*Evergreen Company
Ironpoint Road- Lot 6
Folsom, CA 95762

*Evergreen Company- 3A/3B
2255 Ironpoint Rd.
Folsom. Ca 95762

*Evergreen Company
Ironpoint Road- Lot 5
Folsom, CA 95762

*Evergreen Company – CII
101 Creekside Ridge Court
Roseville, CA 95678

♦Evergreen Company – C-III
1101 Creekside Ridge Court
Roseville, CA 95678

♦Evergreen Company – C-V
1025 Creekside Ridge Court
Roseville, CA 95678

Food 4 Less
Administrative Offices
8014 Lower Sacramento Road
Suite 1
Stockton, CA 95210

*Heald School of Technology
7 Sierra Gate Plaza
Roseville, CA 95678-6602

*Heald School of Technology
2910 Prospect Park Drive
Rancho Cordova, CA 95670

*Heald School of Technology
1605 East March Lane
Stockton, CA 95210

*Heald School of Technology
5130 Commercial Circle
Concord, CA 94520

*Heald School of Technology
25500 Industrial Boulevard
Hayward, CA 94545

JHS Accountancy
135 Town and Country Drive
P.O. Box 9500
Danville, CA 94526

Jones Lang LaSalle
8950 Cal Center Drive
Sacramento, CA 95826

Jones Lang LaSalle
2450 Venture Oaks Way
Sacramento, CA 95833

JCM Sunrise Apartments
Leasing Offices
8123 Sunrise Blvd.
Citrus Heights, CA

JCM La Riviera Apartments
Leasing Offices
6795 La Riviera Drive
Sacramento, CA 95826

JCM Crossings Apartments
Leasing Office
6808 Wyndham Drive
Sacramento, CA 95823

JCM Meridian Apartments
Leasing Office
5755 Callie Drive
Sacramento, CA 95841

Land Park Veterinary Hospital
4227 Freeport Boulevard
Sacramento, CA 95822

Malkasian Accountancy
2233 Watt Avenue, Suite 290
Sacramento, CA 95825

Maita Chevrolet Cafe
9650 Auto Center Dr
Elk Grove, CA 95758

*Marquez Brothers Foods, Inc.
3805 North Freeway Blvd.
Sacramento, CA 95834

Marquez Brothers Foods, Inc
5801 Rue Ferrari
San Jose, CA 95138

Marquez Brothers Foods, Inc.
2133 Britannia Blvd.
San Diego, CA 92154

Marquez Brothers Foods, Inc.
3650 East Post Road, Suite E
Las Vegas, NV 89120-3205

Meegan, Hanschu & Kassenbrock
Law Offices
1545 River Park Drive, Suite 55
Sacramento, CA 95815

Nossamon, Gunther, Knox & Elliott
LLP
915 – L Street Ste 1000
Sacramento, CA 95815

Port of Sacramento
West Sacramento, CA 95798
Completed-Not Implemented

Royal Electric
3131 52nd Avenue
P.O. Box 231430

SBM Sacramento, CA 95816
2410 Manning Street, Suite E
Sacramento, CA 95815

Selby Ranch Clubhouse
258 Selby Ranch Road
Sacramento, CA 9586

Sleek Wax
1050 20th Street
Mars Building
Sacramento, CA 95811

*Small Business Administration
6501 Sylvan Road
Citrus Heights, CA 95610

Standards of Excellence
(Monark)
11340 White Rock Road #150
Rancho Cordova, CA 95742

Standards of Excellence
(Monark)
52 N Winchester Blvd
Santa Clara, CA 95050

*Sterling Software
10811 International Drive
Rancho Cordova, CA 95670

*Sterling Software
370 Interlocken Boulevard
Broomfield, CO 80021

Strategic Education
1130 K Street Ste 250
Sacramento, CA

Student Aid Commission
Ed Fund
3300 Zinfandel Drive
Rancho Cordova, CA 95670

Sutter Dental
3001 P Street
Sacramento, CA 95816

Tesco Controls
3409 52nd Avenue
Sacramento, CA 95823-9012

Turner Street Dental
Dr. Greenwald/Dr. Camfield
Placerville, CA

Turner Street Dental
Dr. Schultz/Dr. Stadler
Placerville, CA

Turner Street Dental
Dr. Payne
3180 Turner Street, Suite 100
Placerville, CA 95667

West Coast Gas
10157 Missile Way
Mather, CA 95655

Woodmont Real Estate
Adagio Clubhouse
2800 Grasslands Drive
Sacramento, CA 95833

Woodmont Real Estate
Heritage Office Complex
1851 Heritage Lane, Ste. 298
Sacramento, CA 95815

Subject: Meeting with City Manager
Date: February 14, 2019
Agenda Item #: 10.A.4

- Consent
- Public Hearing
- Information
- Discussion
- Action

Submitted and presented by: Acting Interim Director, Roxanne Brown
Recommendation: Discussion

Meeting was set for January 15, 2019 @ 2:00 p.m. – I waited for 30 minutes at City Hall. Meeting was not re-calendared.

Subject: Board Policy 3020, Vacation Leave – third reading
Date: February 14, 2019
Agenda Item #: 11.A.

- Consent
- Public Hearing
- Information
- Discussion
- Action

Submitted and presented by: Acting Interim Director, Roxanne Brown
Recommendation: Approve

BP 3020, Vacation Leave revised to associate language in policy with Vacation Credit matrix.

POLICY TITLE: Vacation Leave

POLICY NUMBER: 3020

3020.1 This policy will apply to regular and full-time and part-time employees in all classifications

3020.2 Employees do not become eligible to take their earned vacation until they completed thirteen (13) pay periods of continuous service, which service includes successful completion of the six (6) month probationary period and the acquisition of status of a regular or non-probationary employee. (No vacation may be taken until the employee has completed at least six (6) months - thirteen (13) pay periods in regular employee status.)

The Library Director or designee shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the Library service. Preapproved vacations may be taken all at once, or incrementally.

Paid vacations will be accrued according to the following schedule on an annual basis. (Paid vacations will be prorated for regular part-time employees):

- (a) During the first three (3) years if continuous work, eighty (80) hours during each fiscal year;
- (b) Four (4) through 10 years of continuous service, one-hundred twenty (120) hours during each fiscal year;
- (c) After 10 years of continuous service, one-hundred sixty (160) hours during each fiscal year;
- (d) Every regular full-time and part-time employee shall receive vacation benefit for each pay period of continuous service according to the following schedule:

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Vacation Credit*

Pay Periods of Continuous Service	Per Pay Period of Continuous Service	Maximum Earnable Vacation Accrual
0 – 78 pay periods	3.08 hours	160 hours
79 through 260 pay periods	4.62 hours	240 hours
Over 260 pay periods See 3020.5*	6.16 hours	Accumulated vacation time not to exceed 240 hours

Example: There are 26 pay periods in one (1) year.
26 pay periods x three (3) years = 78 pay periods

- 3020.3 Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period’s service not to be counted as time worked for purposes of vacation pay.
- 3020.4 Vacation time is accrued at the end of each pay period *as depicted in the Vacation Credit** matrix above
- 3020.5* Vacation time may be accumulated *up to two-hundred forty (240) hours*. Total accumulated vacation time will not exceed two-hundred forty (240) hours or thirty (30) days *of vacation credit*.
- 3020.6 The Library District will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in case of

extended illness where sick leave has been exhausted, subject to providing certification from the employee's treating physician and approval by the Library Director.

Adopted 02/27/2006

Revised 10/09/2014

Revised/Board Approved October 11, 2018

Subject: Revised Job Descriptions for Library Clerk and Library Page

Date: February 14, 2019

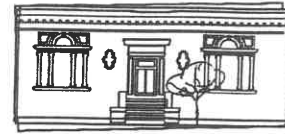
Agenda Item #: 11.B.

- Consent
- Public Hearing
- Information
- Discussion
- Action

Submitted and presented by: Acting Interim Director, Roxanne Brown

Recommendation: Approve

Heather Florent and Susan Werrin revised the job descriptions of both the Library Clerk and Page to better reflect their duties and responsibilities.



DIXON
PUBLIC LIBRARY
est. 1912

LIBRARY CLERK

JOB DESCRIPTION

DEFINITION

Under the general direction of the Library Director and the direct supervision of the Library Circulation Supervisors. Library clerks provide a wide variety of technical and clerical library work.

DISTINGUISHING CHARACTERISTICS

This classification is expected to learn library procedures and to handle a number of library duties and routines. The ability to follow directions and complete assigned tasks in a satisfactory and timely manner is required. Successful applicants must be committed to providing quality service to all members of the public and have excellent interpersonal skills.

EXAMPLES OF DUTIES

- Charge and discharge library materials; register patrons for library cards; collect fines and fees; balances cash drawer
- May perform clerical tasks such as sending faxes; making copies; answering phones; sorting mail
- May receive and shelve daily delivery of library materials; assess and make repairs to library materials; assist in processing library items; verify orders received
- Explain use of the library facilities and available services; explain and interpret library policies and procedures
- May help with special projects and events; assist with displays; perform other duties as required

GENERAL EXPECTATIONS

- Understand and follow written and oral instructions
- Perform general clerical tasks with speed and accuracy; work independently
- Quickly learn and practice library policies and procedures
- Work a changing and flexible work schedule which includes all open library hours (days, evenings, weekends and emergencies)
- Demonstrate proper phone etiquette and excellent customer service skills
- Handling of monies; experience operating cash register
- Understand and perform all jobs on a multi-task oriented basis
- Communicate effectively with people of diverse backgrounds and temperaments, while demonstrating tact and diplomacy
- Able to evaluate patron questions and refer them to reference desk when applicable

PHYSICAL DEMANDS/WORKING CONDITIONS

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Work is conducted in a library/office setting

- Handling of books and other library materials in a variety of ways including shelving and shelf-shifting
- Work may include sitting and use of keyboard/mouse, as well as moderate lifting (up to 20 pounds), carrying, reaching, stooping, pulling and pushing book carts with a force up to 60 pounds
- Manual dexterity, clear speech and hearing/visual acuity are necessary

KNOWLEDGE

- Alphabetic and numeric filing systems and basic mathematics
- Effective communication skills both oral and written
- Proper usage of grammar and punctuation
- Modern office procedures and practices

MINIMUM QUALIFICATIONS REQUIRED

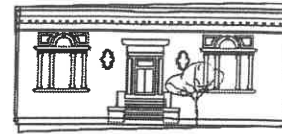
High school diploma or GED

DESIRABLE QUALIFICATIONS

Proficient in Spanish language skills (test will be administered)
Previous library work experience

SALARY

This position will be paid on an hourly basis per the Library Clerk salary schedule.



DIXON
PUBLIC LIBRARY
est. 1912

LIBRARY PAGE

JOB DESCRIPTION

DEFINITION

This part-time student position is under the general direction of the Library Director and the direct supervision of the Library Circulation Supervisors. This position performs a wide variety of tasks primarily the organization of library materials with some basic technical and clerical duties.

DISTINGUISHING CHARACTERISTICS

This classification is expected to learn basic library procedures and to handle a number of basic library duties and routines. The ability to follow directions and complete assigned tasks in a satisfactory and timely manner is required. Successful applicants must be committed to providing quality service to all members of the public and have excellent interpersonal skills.

EXAMPLES OF DUTIES

- Shelving and retrieving library materials; shelf-reading, shelf-shifting and maintaining collection in an orderly manner; cleaning, dusting, vacuuming of books and shelves
- Assisting with all phases of preparation, staging, and clean-up for Library programs; assisting at the Circulation Desk as directed
- Perform other duties as required

GENERAL EXPECTATIONS

- Understand and follow written and oral instructions
- Perform basic tasks with speed and accuracy; work independently
- Ability to perform detail oriented tasks
- Quickly learn and practice library policies and procedures
- Work a changing and flexible work schedule which includes all open library hours (days, evenings, weekends and emergencies)
- Demonstrate proper phone etiquette and customer service skills

- Understand and perform all jobs on a multi-task oriented basis
- Communicate effectively with people of diverse backgrounds and temperaments, while demonstrating tact and diplomacy

PHYSICAL DEMANDS/WORKING CONDITIONS

Work is conducted in a library/office setting

- Handling of books and other library materials in a variety of ways including shelving and shelf-shifting, as well as basic circulation procedures
- Work may include sitting and use of keyboard/mouse, as well as moderate lifting (up to 20 pounds), carrying, reaching, stooping, pulling and pushing book carts with a force up to 60 pounds
- Manual dexterity, clear speech and hearing/visual acuity are necessary

KNOWLEDGE

- Alphabetic and numeric filing systems and basic mathematics
- Effective communication skills both oral and written
- Proper usage of grammar and punctuation

MINIMUM QUALIFICATIONS REQUIRED

- Minimum age of 16; eligible for a work permit
- Per Library District Policy 3017.1 persons interested in this position must be a full-time high school student or a higher education student

DESIRABLE QUALIFICATIONS

- Proficient in Spanish language skills (test will be administered)

SALARY

- This position will be paid on an hourly basis per the Library Page salary schedule.

POLICY TITLE: Employment of Student Library Aides
POLICY NUMBER: 3017

3017.1 To promote career interest in Library Science and/or Library Studies, the District may employ high school or college students on a part-time hourly basis as Student Library Aides, separate and apart from Regular, Probationary, and Temporary employee positions. Persons interested in being employed as Student Library Aides must be full time high school students, or higher education students

3017.1.1 The major responsibility of Student Library Aides is to re-shelve items, shelf read, and perform basic tasks which keep the collections and public areas neat, orderly, and in good operating order.

3017.2 The Library Director may consider the school and/or college attendance requirements of Student Library Aides and provide work flexibility to the extent possible, which may include shift swaps with other Student Library Aides.

3017.2.1 Individuals employed as a Student Library Aide must be available a minimum of ten (10) hours a week. Such availability must include shifts on a Monday, Tuesday, Wednesday or Thursday as well as the occasional Saturday. Professional interaction with the public and staff is expected.

Adopted 07/18/2011

Revised 10/09/2014

Subject: Amendment NO. 3 for the Acting Interim Director Employment Contract of Employment

Date: February 14, 2019

Agenda Item #: 11. 

- Consent
- Public Hearing
- Information
- Discussion
- Action

Submitted and presented by: Acting Interim Director, Roxanne Brown

Recommendation: Approve

Extend Acting Interim Director, Roxanne Brown's Contract, Amendment 3, through March 14, 2019 , working one (1) day per week.

EXHIBIT A

**ACTING INTERIM LIBRARY DIRECTOR
CONTRACT OF EMPLOYMENT**

DIXON PUBLIC LIBRARY DISTRICT
AMENDMENT NO. 3 TO THE
ACTING INTERIM LIBRARY DIRECTOR
CONTRACT OF EMPLOYMENT

PART-TIME TEMPORARY

This AMENDMENT NO. 3 TO THE ACTING INTERIM LIBRARY DIRECTOR CONTRACT OF EMPLOYMENT (“AMENDMENT NO. 3”) is made and entered into as of February 14, 2019 (the “Effective Date”) by and between the Board of Trustees (hereinafter “BOARD”) of the Dixon Public Library District (hereinafter “DISTRICT” or “LIBRARY”), a political subdivision of the State of California and Roxanne Brown (hereinafter “ACTING INTERIM LIBRARY DIRECTOR”), collectively, the “Parties.” This AMENDMENT NO. 2 is made with reference to the following facts:

WHEREAS, the DISTRICT and ACTING INTERIM LIBRARY DIRECTOR entered into the ACTING INTERIM LIBRARY DIRECTOR CONTRACT OF EMPLOYMENT (“AGREEMENT”) on August 1, 2018, not to exceed a term three (3) months (AGREEMENT attached hereto as Exhibit A); and

WHEREAS, the DISTRICT and ACTING INTERIM LIBRARY DIRECTOR extended the term of the AGREEMENT by entering into AMENDMENT NO. 1 and AMENDMENT NO. 2 of the AGREEMENT, as stated therein, (AMENDMENTS NO. 1 and NO. 2 attached hereto as Exhibit B); and

WHEREAS, the ACTING INTERIM LIBRARY DIRECTOR has received a positive work performance evaluation from the BOARD during the term of the AGREEMENT and AMENDMENTS, and accordingly, the DISTRICT and ACTING INTERIM LIBRARY DIRECTOR desire now to extend the term 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 Sections I. of the AGREEMENT, the DISTRICT and ACTING INTERIM LIBRARY DIRECTOR hereby agree to extend and modify the AGREEMENT as follows:

1. Section I., entitled “TERM OF AGREEMENT” is amended as set forth below:

The term of this AGREEMENT shall be extended through and with the last date of employment ending on March 14, 2019. The Parties agree ACTING INTERIM LIBRARY DIRECTOR may work only one day per a week during this period, as scheduled with the BOARD PRESIDENT.

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

4. This AMENDMENT NO. 3 shall be effective only upon approval of the BOARD in a regular, public meeting of the BOARD, duly noticed under the Ralph M. Brown Act. Such approval shall be recorded on the last page of this AMENDMENT NO. 3. ACTING INTERIM LIBRARY DIRECTOR understands and acknowledges that this AMENDMENT NO. 3 is a public record which the LIBRARY may be required by law to disclose in response to a request pursuant to Government Code sections 6250, et seq., and/or Government Code sections 54950, et seq.

IN WITNESS WHEREOF, the Parties caused this AMENDMENT NO. 3 to be executed on the date indicated below.

By: _____
Luke Foster
President, Board of Trustees

Dated: _____

By: _____
Roxanne Brown
Acting Interim Library Director

Dated: _____

EXHIBIT B
AMENDMENTS NO. 1 & 2

DIXON PUBLIC LIBRARY DISTRICT
ACTING INTERIM LIBRARY DIRECTOR
CONTRACT OF EMPLOYMENT

PART-TIME TEMPORARY

This AGREEMENT is made and entered into on August 1, 2018, by and between the Board of Trustees (hereinafter "BOARD") of the Dixon Public Library District (hereinafter "DISTRICT" or "LIBRARY"), a political subdivision of the State of California and Roxanne Brown (hereinafter "ACTING INTERIM LIBRARY DIRECTOR"), collectively, the "Parties."

I. TERM OF AGREEMENT

The BOARD, in consideration of the promises by ACTING INTERIM LIBRARY DIRECTOR herein contained, agrees to employ, and ACTING INTERIM LIBRARY DIRECTOR hereby accepts temporary employment as ACTING INTERIM LIBRARY DIRECTOR of the LIBRARY, for a term not to exceed three (3) months beginning August 1, 2018. The term of this AGREEMENT shall not be automatically extended, but may be extended by the BOARD subject to ACTING INTERIM LIBRARY DIRECTOR's receipt of positive work performance evaluations throughout the term of this Agreement. Any such extension shall be effective only upon action by the BOARD in open session at a regular public meeting [Gov. Code § 54956(b)].

ACTING INTERIM LIBRARY DIRECTOR agrees to the best of her ability and experience that she will at all times loyally and conscientiously perform all of the services, duties and obligations required of her either expressly or implicitly by the terms of this AGREEMENT, the laws of the State of California, and rules, regulations, and LIBRARY policies.

II. DUTIES

A. ACTING INTERIM LIBRARY DIRECTOR shall serve as the temporary Chief Executive Officer and Secretary to the BOARD pursuant to California Education Code section 18402, respectively. ACTING INTERIM LIBRARY DIRECTOR shall attend all regular and special meetings of the BOARD, except as otherwise authorized or directed by the BOARD.

B. ACTING INTERIM LIBRARY DIRECTOR shall perform the duties of LIBRARY DIRECTOR as prescribed by the laws and regulations of the State of California and by the rules and regulations adopted by the BOARD. Any actions which require ratification by the BOARD shall first be presented to the BOARD President and then presented to the entire BOARD at the next scheduled BOARD meeting.

C. In addition, ACTING INTERIM LIBRARY DIRECTOR shall, under the direction and supervision of the BOARD:

1. Be responsible for the execution of BOARD policies (whereas the BOARD shall retain the responsibility for formulating and adopting said policies).
2. Represent the interests of the BOARD and the LIBRARY in day-to-day contact and interactions with citizens, community and governmental agencies and maintaining a program of public information designed to improve public understanding and support of LIBRARY objectives and operations.
3. Be responsible to the BOARD for any powers and duties delegated to other LIBRARY staff.
4. Keep the BOARD informed of significant administrative decisions, litigation, personnel issues, LIBRARY related issues and incidents, and other significant events affecting the LIBRARY or its facilities.
5. Provide leadership and direction in working directly with LIBRARY employees on site at the LIBRARY during contracted hours, and available via telephone and/or email as necessary.
6. Prepare notices of BOARD meetings, agendas in accordance with Brown Act requirements, and advise the BOARD President and BOARD regarding lawful closed session meetings and reporting out closed session actions, and maintaining all BOARD records and documents.
7. Report significant matters raised by BOARD members to the BOARD President for determination of whether they should be shared with the entire BOARD at a subsequent meeting of the BOARD.
8. Manage and administer the LIBRARY's facilities.
9. Perform the following functions:
 - a. Provide full and regular days of service on-site at the LIBRARY on a part-time basis of at least three (3) days per a work week;
 - b. Maintain a presence at the LIBRARY during contracted hours and available via telephone and/or email as necessary;
 - c. Manage, direct, and assign LIBRARY employees;
 - d. Work with appropriate staff to complete LIBRARY budget and finances;
 - e. Manage business affairs, operations, and facilities for the LIBRARY;
 - f. Administer and enforce policies established by the BOARD;

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- g. Promulgate rules and procedures as necessary for the administration of the LIBRARY;
- h. Enter into contracts for and on behalf of the LIBRARY for the purchase of books, journals, publications, and/or other personal property subject to prior-BOARD approval pursuant to Education Code Section 18403;
- i. Submit financial and budgetary reports to the BOARD as required by Board policies consistent with Education Code Section 18451;
- j. Work with appropriate staff to file an annual report with the State Librarian pursuant to Education Code Section 18408;
- k. In general perform, all duties incident to the Office of the LIBRARY DIRECTOR and such other duties as may be prescribed by the BOARD from time to time;
- l. Advise the BOARD regarding financing/implementation of present or contemplated LIBRARY programs/services;
- m. Establish and maintain an appropriate community relations program;
- n. Serve as liaison/representative of the BOARD with respect to employer-employee matters, and make recommendations to the BOARD concerning those matters;
- o. Attend regular, special and closed session meetings and workshops of the BOARD.

10. Consult with the BOARD's legal counsel when necessary in furtherance of the foregoing duties.

D. BOARD/LIBRARY DIRECTOR Communications.

1. The BOARD, individually and collectively, and the ACTING INTERIM LIBRARY DIRECTOR, agree that they shall work together in a spirit of cooperation and teamwork, and shall provide each other with periodic opportunity to discuss LIBRARY business, issues, and new developments.

2. The BOARD's primary communications with the ACTING INTERIM LIBRARY DIRECTOR shall be through its President or designee, but the ACTING INTERIM LIBRARY DIRECTOR shall maintain communication and working relationships with each BOARD member.

III. COMPENSATION AND BENEFITS

A. Salary. During the term of this AGREEMENT, the ACTING INTERIM LIBRARY DIRECTOR shall be paid a salary based on a daily rate of Four Hundred Seventy-Five Dollars and No Cents (\$475.00), less all statutory and other deductions. The salary shall be payable in equal monthly installments on the last working day of each month and shall be based on actual days worked as determined by the BOARD AND ACTING INTERIM LIBRARY DIRECTOR on a part-time basis of at least three (3) days per a work week. The ACTING INTERIM LIBRARY DIRECTOR may work additional days as needed with approval of the BOARD President. The ACTING INTERIM LIBRARY DIRECTOR acknowledges and agrees she shall not be entitled to overtime or compensatory time.

B. Benefits and Expense Reimbursement.

1. Health And Welfare; Other Benefits. The ACTING INTERIM LIBRARY DIRECTOR acknowledges and agrees that she shall not be entitled to receive any health and welfare benefits, including any other benefits available to the Library's other employees, during her temporary employment.

2. Retirement. The ACTING INTERIM LIBRARY DIRECTOR acknowledges and agrees that she shall not receive any retirement plan or contribution to any retirement plan as available to the LIBRARY's other employees or under any other plan, during her temporary employment with the LIBRARY. The ACTING INTERIM LIBRARY DIRECTOR represents and agrees her temporary employment with the LIBRARY under this AGREEMENT does not violate any rule or regulation of any other employer and/or retirement plan of which the ACTING INTERIM LIBRARY DIRECTOR is currently employed with and/or participates in. [No issue here, she's a STRS retiree and the Library doesn't participate in STRS.]

3. Expense Reimbursement. The ACTING INTERIM LIBRARY DIRECTOR shall be reimbursed for reasonable business expenses, including travel, parking, business meetings, and professional dues, made and substantiated in accordance with the policies and procedures established from time to time by the BOARD. All such expenses shall be subject to BOARD approval.

IV. WORK YEAR, HOLIDAYS, VACATION AND SICK LEAVE

A. The ACTING INTERIM LIBRARY DIRECTOR shall render full and regular days of service on a part-time basis at the LIBRARY and such service shall be for at least three (3) days a week during the term of this AGREEMENT, e.g. Wednesday, Thursday, and Friday. The ACTING INTERIM LIBRARY DIRECTOR will notify the BOARD President in writing whenever she intends not to be on duty, or when she is required to be off-site for LIBRARY business.

B. The ACTING INTERIM LIBRARY DIRECTOR shall not be entitled to any paid holidays and sick leave during her temporary employment.

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C. The ACTING INTERIM LIBRARY DIRECTOR acknowledges and agrees that she shall not accrue any hours of paid vacation leave or administrative leave during her temporary employment.

V. TERMINATION

A. The ACTING INTERIM LIBRARY DIRECTOR understands and agrees that her employment as the ACTING INTERIM LIBRARY DIRECTOR pursuant to this AGREEMENT is "at-will" and the BOARD may terminate this AGREEMENT at any time, with or without notice, with or without cause, except as otherwise provided by law. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of the ACTING INTERIM LIBRARY DIRECTOR to resign and terminate this AGREEMENT at any time.

B. In the event there is a dispute regarding the termination of this AGREEMENT prior to the end of its Term, the maximum cash settlement that the ACTING INTERIM LIBRARY DIRECTOR may receive, at the discretion of the BOARD, shall not exceed an amount equal to the monthly salary of the ACTING INTERIM LIBRARY DIRECTOR multiplied by the number of months left on the unexpired Term of the Agreement [Government Code section 53260].

C. This AGREEMENT does not provide for any paid leave or absence or for payment of a legal defense if the ACTING INTERIM LIBRARY DIRECTOR is charged by criminal complaint, information or indictment for commission of any crime. If the ACTING INTERIM LIBRARY DIRECTOR is otherwise granted a paid leave of absence and/or provided a legal defense by the LIBRARY on any other basis and is later convicted of a crime involving abuse of office or position, the ACTING INTERIM LIBRARY DIRECTOR shall reimburse the LIBRARY for all salary paid during such leave and also reimburse the LIBRARY for any costs of legal defense [Government Code sections 53243-53243.4].

VI. EXTENSION OF CONTRACT

This AGREEMENT may be extended by the BOARD at its sole discretion.

VII. ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement between the ACTING INTERIM LIBRARY DIRECTOR and the BOARD, and constitutes the complete, final and exclusive embodiment of their agreement with respect to THE ACTING INTERIM LIBRARY DIRECTOR's employment with the LIBRARY. The terms of this AGREEMENT are contractual and not a mere recital. This AGREEMENT is executed without reliance upon any promise, warranty or representation by the Parties or any representative of the Parties other than those expressly contained in this AGREEMENT, and the Parties have carefully read this AGREEMENT, and sign the same of their own free will.

VIII. SUCCESSORS AND ASSIGNS

Subject to the provision regarding assignment, this AGREEMENT shall be binding on the heirs, executors, administrators, successors and assigns of the representative Parties.

IX. APPLICABLE LAW

This AGREEMENT is subject to all applicable laws of the State of California, and rules, regulations, and policies of the BOARD, all of which are made a part of the terms and conditions of this AGREEMENT as though fully set forth therein.

X. MODIFICATION

This AGREEMENT may be modified upon mutual written consent of the Parties.

XI. INDEPENDENT LEGAL ADVICE / REPRESENTATION

The ACTING INTERIM LIBRARY DIRECTOR and the BOARD each recognize that in entering into this AGREEMENT that: (1) they have each relied upon the advice of their own representative; and (2) they have each read, understood, voluntarily accepted, and agreed to the terms of this AGREEMENT. The ACTING INTERIM LIBRARY DIRECTOR acknowledges and agrees that legal counsel for the BOARD represents the BOARD's interests exclusively and that no attorney-client relationship exists between the ACTING INTERIM LIBRARY DIRECTOR and legal counsel for the BOARD.

XII. BOARD APPROVAL OF AGREEMENT

This AGREEMENT shall be effective only upon approval of the BOARD in a regular, public meeting of the BOARD, duly noticed under the Ralph M. Brown Act. Such approval shall be recorded on the last page of this AGREEMENT. ACTING INTERIM LIBRARY DIRECTOR understands and acknowledges that this AGREEMENT is a public record which the LIBRARY may be required by law to disclose in response to a request pursuant to Government Code sections 6250, *et seq.*, and/or Government Code sections 54950, *et seq.*

XIII. WAIVER OF BREACH

No waiver of any breach of any term or provision of this AGREEMENT shall be construed to be, nor shall it be, a waiver of any other breach of this AGREEMENT. No waiver shall be binding unless in writing and signed by the Party waiving breach.

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

By: John Gabby
John Gabby
President, Board of Trustees
DIXON PUBLIC LIBRARY DISTRICT

Dated: 8-9-18

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EXHIBIT B
AMENDMENT NO. 1

DIXON PUBLIC LIBRARY DISTRICT
AMENDMENT NO. 1 TO THE
ACTING INTERIM LIBRARY DIRECTOR
CONTRACT OF EMPLOYMENT

PART-TIME TEMPORARY

This AMENDMENT NO. 1 TO THE ACTING INTERIM LIBRARY DIRECTOR CONTRACT OF EMPLOYMENT ("AMENDMENT No. 1") is made and entered into as of November 1, 2018 (the "Effective Date") by and between the Board of Trustees (hereinafter "BOARD") of the Dixon Public Library District (hereinafter "DISTRICT" or "LIBRARY"), a political subdivision of the State of California and Roxanne Brown (hereinafter "ACTING INTERIM LIBRARY DIRECTOR"), collectively, the "Parties." This AMENDMENT No. 1 is made with reference to the following facts:

WHEREAS, the DISTRICT and ACTING INTERIM LIBRARY DIRECTOR entered into the ACTING INTERIM LIBRARY DIRECTOR CONTRACT OF EMPLOYMENT ("AGREEMENT") on August 1, 2018, not to exceed a term of three (3) months (AGREEMENT attached hereto as Exhibit A); and

WHEREAS, the ACTING INTERIM LIBRARY DIRECTOR has received a positive work performance evaluation from the BOARD during the term of the AGREEMENT, and accordingly, the DISTRICT and ACTING INTERIM LIBRARY DIRECTOR desire now to extend the term 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, the DISTRICT and ACTING INTERIM LIBRARY DIRECTOR hereby agree to extend and modify the AGREEMENT as follows:

1. Section I., entitled "TERM OF AGREEMENT" is amended as set forth below:


The term of this AGREEMENT shall be extended commencing on November 1, 2018, and ending on December 20, 2018.

2. Section IV., entitled "WORK YEAR, HOLIDAYS, VACATION AND SICK LEAVE" is amended as set forth below:

A. The ACTING INTERIM LIBRARY DIRECTOR shall render full and regular days of service on a part-time basis at the LIBRARY and the scheduling of such service shall be determined in consultation with the BOARD President. The ACTING INTERIM LIBRARY DIRECTOR will notify the BOARD President in writing whenever she intends not to be on duty, or when she is required to be off-site for LIBRARY business.

- 3. The Parties agree that all other terms and conditions set forth in the AGREEMENT shall remain in full force and effect.
- 4. This AMENDMENT No. 1 shall be effective only upon approval of the BOARD in a regular, public meeting of the BOARD, duly noticed under the Ralph M. Brown Act. Such approval shall be recorded on the last page of this AMENDMENT No. 1. ACTING INTERIM LIBRARY DIRECTOR understands and acknowledges that this AMENDMENT No. 1 is a public record which the LIBRARY may be required by law to disclose in response to a request pursuant to Government Code sections 6250, et seq., and/or Government Code sections 54950, et seq.

IN WITNESS WHEREOF, the Parties caused this AMENDMENT NO. 1 to be executed on the date indicated below.

By: 
John Gabby
President, Board of Trustees

Dated: 11-8-18

By: 
Roxanne Brown
Acting Interim Library Director

Dated: 11/09/2018

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REVISED

**DIXON PUBLIC LIBRARY DISTRICT
AMENDMENT NO. 2 TO THE
ACTING INTERIM LIBRARY DIRECTOR
CONTRACT OF EMPLOYMENT**

PART-TIME TEMPORARY

This AMENDMENT NO. 2 TO THE ACTING INTERIM LIBRARY DIRECTOR CONTRACT OF EMPLOYMENT ("AMENDMENT NO. 2") is made and entered into as of December 21, 2018 (the "Effective Date") by and between the Board of Trustees (hereinafter "BOARD") of the Dixon Public Library District (hereinafter "DISTRICT" or "LIBRARY"), a political subdivision of the State of California and Roxanne Brown (hereinafter "ACTING INTERIM LIBRARY DIRECTOR"), collectively, the "Parties." This AMENDMENT NO. 2 is made with reference to the following facts:

WHEREAS, the DISTRICT and ACTING INTERIM LIBRARY DIRECTOR entered into the ACTING INTERIM LIBRARY DIRECTOR CONTRACT OF EMPLOYMENT ("AGREEMENT") on August 1, 2018, not to exceed a term three (3) months (AGREEMENT attached hereto as Exhibit A); and

WHEREAS, the DISTRICT and ACTING INTERIM LIBRARY DIRECTOR entered into AMENDMENT NO. 1 on November 1, 2018, extending the AGREEMENT through December 20, 2018 (AMENDMENT NO. 1 attached hereto as Exhibit B); and

WHEREAS, the ACTING INTERIM LIBRARY DIRECTOR has received a positive work performance evaluation from the BOARD during the term of the AGREEMENT and AMENDMENT NO. 1, and accordingly, the DISTRICT and ACTING INTERIM LIBRARY DIRECTOR desire now to extend the term 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 Sections I. of the AGREEMENT, the DISTRICT and ACTING INTERIM LIBRARY DIRECTOR hereby agree to extend and modify the AGREEMENT as follows:

1. Section I., entitled "TERM OF AGREEMENT" is amended as set forth below:

The term of this AGREEMENT shall be extended commencing on December 21, 2018, and ending on January 31, 2019. The AGREEMENT may be extended on a month-to-month basis by mutual agreement of the Parties.

Section III, B. 3, the ACTING INTERIM DIRECTOR shall receive a one hundred fifty dollar (\$150.00) per diem per day for each day worked at the Library.

Section IV, entitled, 'WORK YEAR, HOLIDAYS, VACATION AND SICK LEAVE' is amended as set forth below:

WORK YEAR: The ACTING INTERIM LIBRARY DIRECTOR shall work up to sixteen (16) days through the month of January;

HOLIDAYS: The ACTING INTERIM LIBRARY DIRECTOR shall not be paid for holidays or days that the Library is closed;

VACATION: The ACTING INTERIM LIBRARY DIRECTOR shall not accrue or be paid vacation time;

SICK LEAVE: The ACTING INTERIM LIBRARY DIRECTOR shall receive per Healthy Workplaces/Healthy Families Act of 2014 of California – Paid Sick Leave.

2. Section III., entitled "TERM OF AGREEMENT" is amended as set forth below:

- A. During the term of this AGREEMENT, the ACTING INTERIM LIBRARY DIRECTOR shall be paid a salary based on a daily rate of Five Hundred Dollars and No Cents (\$500.00), less all statutory and other deductions.

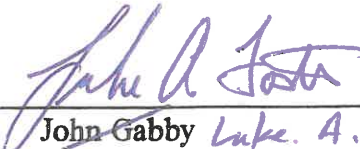
3. The Parties agree that all other terms and conditions set forth in the AGREEMENT shall remain in full force and effect.

- A. The ACTING INTERIM LIBRARY DIRECTOR shall render full and regular days of service on a part-time basis at the LIBRARY and the scheduling of such service shall be determined in consultation with the BOARD President. The ACTING INTERIM LIBRARY DIRECTOR will notify the BOARD President in writing (text or email) whenever she intends not to be on duty due to weather, illness or when she is required to be off-site for LIBRARY business.

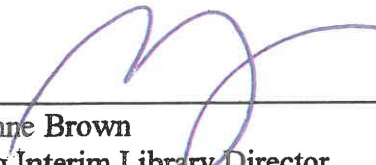
4. This AMENDMENT NO. 2 shall be effective only upon approval of the BOARD in a regular, public meeting of the BOARD, duly noticed under the Ralph M. Brown Act. Such approval shall be recorded on the last page of this AMENDMENT NO. 2. ACTING INTERIM LIBRARY DIRECTOR understands and acknowledges that this AMENDMENT NO. 2 is a public record which the LIBRARY may be required by law to disclose in response to a request pursuant to Government Code sections 6250, et seq., and/or Government Code sections 54950, et seq.

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IN WITNESS WHEREOF, the Parties caused this AMENDMENT NO. 2 to be executed on the date indicated below.

By: 
John Gabby Luke A. Foster
President, Board of Trustees

Dated: 12/27/18

By: 
Roxanne Brown
Acting Interim Library Director

Dated: 12/27/2018