

**DIXON LIBRARY**  
**GOVERNING BOARD OF LIBRARY TRUSTEES**  
**AGENDA: REGULAR MEETING**  
Council Chambers, City of Dixon 600 East A St., Dixon, CA 95620  
5:00 P.M., Thursday, September 8, 2022

---

**1. CALL TO ORDER**

**2. PLEDGE OF ALLIEGENCE**

**3. ROLL CALL**

Melissa Maseda, President

David Bowen, Vice-President

Lloyd McCabe, Clerk

Caitlin O’Halloran, Member

Jewel Fink, Member

**4. INTRODUCTIONS**

**5. COMMUNICATIONS**

**6. APPROVAL OF MINUTES**

- a. Approve the minutes of the Dixon Library District Board of Trustees regular meeting of June 9, 2022 – Attachment 1

**ACTION**

**7. APPROVAL OF THE AGENDA**

- a. Approve the agenda of the September 8, 2022 Dixon Library District Board of Trustees regular meeting

**ACTION**

**8. PUBLIC COMMENT**

Persons wishing to speak to an agenda item may raise their hand during Public Comment. The Governing 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.

Notice to the 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.

**9. INFORMATION ITEMS**

- a. Information Report – Suzanne Olawski, Director of Library Services - Attachment 2

**10. OLD BUSINESS**

- a. Approve the revised FY 2022/23 budget - Attachment 3

**ACTION**

**11. NEW BUSINESS**

- a. Receive and accept the 2020/21 Public Facilities Impact Report - Attachment 4

**ACTION**

**DIXON LIBRARY  
GOVERNING BOARD OF LIBRARY TRUSTEES**

**AGENDA: REGULAR MEETING**

Council Chambers, City of Dixon 600 East A St., Dixon, CA 95620

5:00 P.M., Thursday, September 8, 2022

---

- b. Governing Board will discuss and may take action on the agreement for special services between Atkinson, Andelson, Loya, Ruud & Romo and Dixon Library District – Attachment 5

**ACTION**

**12. ANNOUNCEMENTS / MEMBER REPORTS**

**13. NEXT REGULAR MEETING OF THE DIXON LIBRARY GOVERNING BOARD OF LIBRARY TRUSTEES**

Thursday, December 8, 2022, 5:00 p.m.

**14. ADJOURNMENT**

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 707-784-1831. 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.

**DIXON LIBRARY  
GOVERNING BOARD OF LIBRARY TRUSTEES**

Minutes: **REGULAR MEETING**

Council Chambers, City of Dixon 600 East A St., Dixon, CA 95620  
5:00 P.M., Thursday, June 9, 2022

---

**1. CALL TO ORDER**

The meeting was called to order by Vice President Bowen at 5:02 p.m.

**2. ROLL CALL OF TRUSTEES**

Melissa Maseda, President	A
David Bowen, Vice President	P
Lloyd McCabe, Clerk	A
Caitlin O'Halloran, Member	P
Jewel Fink, Member	P

Staff: Suzanne Olawski, Director of Library Services, Solano County Library

Others Present: Lisa Lin, Admin Services Manager, Solano County Library; Cathy Sheldon, Office Assistant III, Solano County Library

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL OF THE AGENDA**

- a. Approval of the June 9, 2022 Agenda

Motion made by: Member O'Halloran  
Second: Member Fink  
Ayes 3      Noes 0

**5. APPROVAL OF THE MINUTES**

- a. Approval of the minutes of the March 10, 2022 Regular Board Meeting and April 14, 2022 Special Board Meeting

Motion made by: Member Fink  
Second: Member O'Halloran  
Ayes 3      Noes 0

**6. Public Comment**

None

**7. INFORMATION ITEMS**

- a. Information Report - Suzanne Olawski, Director of Library Services (attached)

**8. NEW BUSINESS**

- a. Proposed Budget for FY 2022-2023 - The Governing Board will discuss the proposed budget for FY 22/23 and may take action.

Motion made by: Member O'Halloran  
Second: Member Fink  
Ayes 3      Noes 0

**DIXON LIBRARY  
GOVERNING BOARD OF LIBRARY TRUSTEES**

Minutes: **REGULAR MEETING**

Council Chambers, City of Dixon 600 East A St., Dixon, CA 95620  
5:00 P.M., Thursday, June 9, 2022

---

**9. ANNOUNCEMENTS/MEMBER REPORTS**

None

**10. ADJOURNMENT**

Time: 5:24 p.m.

---

Suzanne Olawski, Director of Library Services

Date

DRAFT



**Report of the Director of Library Services  
to the Dixon Library District Board of Trustees  
September 8, 2022**

---

## **PERSONNEL**

The Library is in the process of filling the following positions:

- (2) 0.5 Library Assistant
- (1) 0.4 Library Aide

## **COLLECTIONS**

### Banned Books Month

Banned Books Week is an annual event in September celebrating the freedom to read. Libraries will have banned books displays and reading lists and staff have worked with Hoopla, an eBook provider that offers simultaneous use of eBooks, to curate a collection of banned eBooks and eAudiobooks. The intention is to highlight challenged books and offer patrons the ability to read or listen to them instantly, without having to wait in a queue.

Freegal is the Library's digital music service which offers free downloads for our patrons. In August, Freegal increased our download limit from three to five, so now patrons may enjoy five downloads each day.

### Social Justice Kits

Earlier this year, the library introduced Social Justice Kits into our collection. These kits provide an overview of each topic with the aim to promote discussion and encourage learning on social justice topics. The library added three new kits in August: Stop AAPI Hate (for children), Migrant Workers, and Dreamers.

### Circulation

Library users now can borrow 75 items at a time and check-outs will auto-renew up to five (5) times as long as there are no holds on the items.

## **SUMMER PROGRAMS**

### 2022 Lunch at the Library and Summer Reading Wrap Up

Dixon Library participated in the CA State Library 2022 Lunch at the Library program in partnership with the California Library Association and CA Summer Meal Coalition. Staff distributed 4,798 lunches over the summer and the library was the only meal site in the city. 697 participants signed up for summer reading: 79 prereaders, 440 school-age children, 80 teens and 98 adults. Events were well attended and staff expressed deep appreciation for the Friends of the Library support.

## **TECHNOLOGY**

### WiFi

New switches and antennae were installed at the branches for faster and more seamless WiFi inside and outside of the libraries. Coverage is much better, and users need only to accept the terms (which are good for 24 hours) rather than entering a password.

### Polaris ILS

The library's new database is configured in a test environment. Staff are currently testing the data as well as the database structure and are preparing for training coming in late September. A marketing campaign alerting the public to the forthcoming changes also will occur in the fall.

### Public PCs

New public PCs have been deployed at all the library branches. Patrons can expect to see bigger monitors and faster, more modern computers.

### Citizenship Corner iPads

Nine (9) new Citizenship Corner iPads will be installed in each branch in September so individuals may become comfortable with the technology before taking the U.S. Citizenship test.

### **SYSTEMWIDE FALL EVENTS**

Author Visit & Book Signing with **Jamie Ford**: October 6, 6:00PM - 7:30PM @ Fairfield Civic Center Library

New York Times bestselling author Jamie Ford will be at the Fairfield Civic Center Library on **Thursday, October 6th** 6:00pm to 7:30pm for a presentation and book signing. The Northwest native is best known for his novel "Hotel on the Corner of Bitter and Sweet," which tells a story of friendship between a Chinese boy and Japanese girl during the Japanese internment in America during World War II. His latest novel, "The Many Daughters of Afong Moy" has recently been selected as a Today Show *Read with Jenna* book club pick. Books will be available for purchase before and after the author talk.

Library Card Sign Up Month: September 1 to 30

Solano County Library wants to remind parents, caregivers, and students that signing up for a library card is the first step towards academic achievement and lifelong learning. Children, ages 6 and under, who sign up for their first library card this month will receive a free book tote.

Teen Writing Contest: September 5 to October 31, 2022

Solano County Library's Teen Writing Contest is a chance for local teens between ages 12 and 18 to showcase their work in a supportive environment and to win prizes and publication.

### **DIXON MONTHLY PROGRAMS**

Dixon Rocks: 1<sup>st</sup> Fridays @ 5:30 PM - An after-hours family-friendly program inviting all ages to the library patio for some fun painting. Paint a rock and leave your rock somewhere where it will make someone smile. Spread kindness in Dixon and beyond.

Dixon Library Book Club: 2<sup>nd</sup> Thursdays @ 11 AM - Participants are invited to read and discuss literature.

Writing for Wellness: 3<sup>rd</sup> Thursdays @ 6:30 PM - Learn simple writing techniques to assist in stress reduction and processing emotions. This program is for ages 18 and up.

Mystery Meet Up: 4<sup>th</sup> Thursdays @ 6:30 PM - Participants are invited to read and discuss mystery books and authors.

Teen Advisory Board: 3<sup>rd</sup> Fridays @ 3 PM - Teens 12-18 are invited to join for a chance to make a difference in teen services at the library and earn volunteer hour credits.

Arts & Crafts for Adults & Teens: 1<sup>st</sup> Thursdays @ 6:30 PM - Arts and crafts program geared towards adults and teens ages 14 and up.

Poppin' Bottles & Pop Culture: 1<sup>st</sup> Wednesdays @ 5:30 - Pip Wine Bar, 116 N. 1<sup>st</sup> Street - A new book club where you can sip wine and talk about new, popular books. This program is for ages 21 and up.

### **FY2022 Statistics: DIXON**

Circulation	Questions	New Cards	Gate Count	Adult Programs / Attendance	Young Adult (11-17) Programs / Attendance	School-Age (5-10) Programs / Attendance	Pre-School (0-5) Programs / Attendance
48,448	4,118	885	33,629	14 / 4,313	9 / 97	59 / 3,197	33 / 808

## SOLANO COUNTY LIBRARY

TO: Dixon Unified School Board/Library Board of Trustees  
FROM: Suzanne Olawski, Director of Library Services  
SUBJECT: FY 2022/23 Revised Budget for the Dixon Library  
DATE: September 8, 2022

Attached is the revised budget of \$5.5 million for the Dixon Library District for FY2022/23. This amount is approximately \$703 thousand more than the FY2022/23 proposed budget which your Board passed in September 2021. The increase occurred from various line-item changes in the budget which are delineated below.

On the budget document, changes from the proposed budget to the revised budget are in bold. Some line items on the budget document are:

Line 1210 Retirement (Unfunded Liability) has decreased by \$2,641.

Line 2235 Accounting/Financial Services shows an increase of \$14,500 in audit fees.

Line 2250 Charge for Service for Operating the Dixon Library shows a decrease of \$55,488 due to higher unexpended direct funds.

Line 8101 Contingency shows an increase of \$746,701.

Line 9015 shows an increase of \$263,507 in sales tax revenue based thirteen (13) months of payments.

Line 9401 Interest earnings shows an increase \$3,200.

Line 9806 Fund Balance Available shows a \$436,365 increase due to receiving more property and sales tax than anticipated.

## SOLANO COUNTY LIBRARY

## FY2022/23 BUDGET

## DIXON PUBLIC LIBRARY DISTRICT - FUND 426

ACCOUNT/DESCRIPTION	FY2021/22 <u>ACTUALS</u>	FY2022/23 <u>PROPOSED</u>	FY2022/23 <u>REVISED</u>
<b><u>EXPENSES</u></b>			
1110 Salary/Regular	\$0	\$0	\$0
1121 Salary/Extra Help	\$0	\$0	\$0
1131 Salary/OT/Call back	\$0	\$0	\$0
1210 Retirement (Unfunded Liability)	\$49,960	\$79,398	<b>\$76,757</b>
1220 FICA	\$0	\$0	\$0
1230 Health	\$0	\$0	\$0
1231 Vision	\$0	\$0	\$0
1240 Comp Insurance	\$0	\$0	\$0
1250 Unemployment	\$921	\$0	\$0
1260 Dental	\$228	\$0	\$0
1270 Accrued Leave CTO	\$0	\$0	\$0
<b>1000 Total Salaries and Employee Benefits</b>	<b>\$51,109</b>	<b>\$79,398</b>	<b>\$76,757</b>
2028 Telephone Services	\$0	\$0	\$0
2035 Household Expense	\$0	\$0	\$0
2050 Insurance-Risk Management	\$0	\$0	\$0
2051 Liability Insurance	\$0	\$0	\$0
2055 Insurance (Property & Special Liability)	\$25,516	\$30,619	\$30,619
2120 Maintenance Equipment	\$0	\$0	\$0
2140 Building Maintenance	\$2,882	\$5,000	\$5,000
2141 Materials and Supplies	\$0	\$0	\$0
2170 Memberships	\$0	\$0	\$0
2175 Miscellaneous Expense	\$0	\$0	\$0
2176 Fees and Permits	\$0	\$0	\$0
2178 Cash Shortage	\$0	\$0	\$0
2180 Books& Subscriptions	\$0	\$0	\$0
2200 Office Expense	\$0	\$0	\$0
2201 Equipment Under \$1,500	\$0	\$0	\$0
2203 Computer Components <\$1,500	\$0	\$0	\$0
2204 Computer Related Items <\$500	\$0	\$0	\$0
2205 Postage	\$0	\$0	\$0
2220 Microfilm/Fiche/Photo	\$0	\$0	\$0
2235 Accounting/Financial Services	\$2,154	\$2,000	<b>\$16,500</b>
2239 Legal Service	\$26,216	\$65,000	\$65,000
2245 Contracted Services	\$0	\$0	\$0
2250 Charge for Service (Operating Dixon Library)	\$1,083,125	\$1,512,840	<b>\$1,457,352</b>
2250 Property Tax Administration Fee	\$7,252	\$8,500	\$8,500
2250 Other Professional Services	\$49,053	\$33,082	\$33,082
2261 Software Maintenance & Support	\$0	\$0	\$0
2281 Advertising/Marketing	\$0	\$0	\$0
2285 Rents & Leases - Equipment	\$0	\$0	\$0
2310 Education & Training	\$0	\$0	\$0
2311 Tuition Reimbursement	\$0	\$0	\$0

<b>ACCOUNT/DESCRIPTION</b>	<b>FY2021/22 ACTUALS</b>	<b>FY2022/23 PROPOSED</b>	<b>FY2022/23 REVISED</b>
<b><u>EXPENSES</u></b>			
2312 Special Departmental Expense	\$0	\$0	\$0
2335 Travel Expense	\$0	\$0	\$0
2337 Meals/Refreshments	\$0	\$0	\$0
2355 Personal Mileage	\$0	\$0	\$0
2360 Utilities	\$0	\$0	\$0
2361 Water	\$0	\$0	\$0
3020 Refund of Prior Year Charges	\$989	\$3,000	\$3,000
3242 Interest Exp On County Pool	\$0	\$0	\$0
4303 Equipment	\$0	\$0	\$0
8101 Contingency	\$0	\$3,064,393	<b>\$3,811,094</b>
8301 Reserves	\$0	\$0	\$0
<b>TOTAL EXPENSES</b>	<b>\$1,248,296</b>	<b>\$4,803,832</b>	<b>\$5,506,904</b>
<b><u>REVENUES</u></b>			
9001 Property Taxes-Secured	\$446,566	\$446,332	\$446,332
9002 Property Taxes-Unsecured	\$19,754	\$19,634	\$19,634
9003 Property Taxes-Prior	\$663	\$480	\$480
9004 Property Taxes-Supplemental	\$10,708	\$5,640	\$5,640
9005 Property Taxes-Prior Supplemental	\$966	\$130	\$130
9015 Library Sales Tax	\$1,503,110	\$1,141,655	<b>\$1,405,162</b>
9018 Unitary	\$20,882	\$20,883	\$20,883
9019 ABX1 26 Residual Taxes	\$24,741	\$24,102	\$24,102
9020 ABX2 26 Pass Through	\$46,714	\$45,860	\$45,860
9021 LM1HF & Other Assets	\$0	\$0	\$0
9401 Interest	\$11,185	\$5,800	<b>\$9,000</b>
9405 Building Rental	\$0	\$0	\$0
9504 Fish and Game	\$29	\$0	\$0
9505 State Highway Rentals	\$2	\$0	\$0
9507 Homeowner's Relief	\$3,369	\$3,300	\$3,300
9511 Other Governmental Agencies	\$40,000	\$40,000	\$40,000
9599 Fed Other	\$14	\$0	\$0
9603 Photo/Microfiche Copies	\$0	\$0	\$0
9605 Library Services	\$0	\$0	\$0
9702 Cash Overage	\$0	\$0	\$0
9703 Other Revenue	\$0	\$0	\$0
9704 Donations and Contributions	\$0	\$0	\$0
9707 Gain (Loss)-Sale of Fixed Asset	(\$132,891)	\$0	\$0
9708 Miscellaneous Sales-Other	\$0	\$0	\$0
9806 Fund Balance Available	\$0	\$3,050,016	<b>\$3,486,381</b>
<b>TOTAL REVENUES</b>	<b>\$1,995,811</b>	<b>\$4,803,832</b>	<b>\$5,506,904</b>

<u>CHARGE FOR SERVICE</u> <u>DIXON LIBRARY OPERATING COSTS</u>	<u>FY2021/22</u> <u>REVISED</u>	<u>FY2022/23</u> <u>PROPOSED</u>	<u>FY2022/23</u> <u>REVISED</u>
<b>**EXPENSES</b>			
Expenses in the Dixon Library Overhead for Fiscal Year	\$933,215	\$1,110,682	<b>\$1,118,000</b>
Administration	\$149,729	\$319,573	\$319,573
Technical Svs. Fees	\$20,379	\$118,691	\$118,691
Automation	\$8,319	\$45,257	\$45,257
Telephone Assistance Center	\$2,173	\$9,818	\$9,818
<b>TOTAL EXPENSES</b>	<b>\$1,113,815</b>	<b>\$1,604,021</b>	<b>\$1,611,339</b>
<b>**CREDITS</b>			
Revenue collected in the Dixon Library for Fiscal Year			
Library Fines/Fees	\$793	\$346	\$346
Building Use Fees	\$0	\$0	\$0
Photo/Microfiche Copies	\$1,970	\$239	\$239
Cash Overage	\$25	\$3	\$3
Other Revenue - Federal CARES Act revenue	\$0	\$8,742	\$8,742
Unexpended Direct Funds	\$174,160	\$81,850	<b>\$144,656</b>
<b>TOTAL CREDITS</b>	<b>\$176,948</b>	<b>\$91,181</b>	<b>\$153,987</b>
<b>TOTAL CHARGE</b>	<b>\$936,867</b>	<b>\$1,512,840</b>	<b>\$1,457,352</b>

\*\*Per Auditor's recommendation using last full fiscal year actual costs.

**SOLANO COUNTY LIBRARY**

**FY2022/23 BUDGET**

**DIXON PUBLIC LIBRARY DISTRICT-PFF - FUND 428**

<u>Account/Description</u>	<u>FY2020/21</u> <u>ACTUALS</u>	<u>FY2021/22</u> <u>ACTUALS</u>	<u>FY2022/23</u> <u>PROPOSED</u>
<b><u>EXPENSES</u></b>			
2235 Accounting/Financial Services	0	0	0
2245 Contracted Services	0	0	0
2250 Other Professional Services	31,000	0	0
4201 Buildings & Improvements	0	0	0
4202 Construction in Progress	0	0	0
4303 Equipment	0	0	0
4304 Computer Equipment	0	0	0
8101 Contingency	0	0	1,694,962
8301 Reserves	0	0	0
<b>Total - Expenses</b>	<b>31,000</b>	<b>0</b>	<b>1,694,962</b>
<b><u>REVENUES</u></b>			
9401 Interest	8,193	4,275	4,000
9502 Federal CARES Act Revenue	0	0	0
9511 Other Governmental Agencies	0	0	0
9569 State Aide	0	0	0
9601 Capital Facilities Fees	124,760	358,953	323,914
9604 Contract Services	0	0	0
9637 Other Prof. Services	0	0	0
9663 Redevelopment	0	0	0
9703 Other Revenue	0	0	0
9707 Gain (Loss) - Sale of Fixed Asset	0	(3,281)	0
9805 Reserve Transfer	0	0	0
9806 Fund Balance Available	1,003,820	1,367,048	1,367,048
<b>Total Revenue</b>	<b>1,136,773</b>	<b>1,726,996</b>	<b>1,694,962</b>

**Dixon Public Library District**  
**2021/22 Public Facilities Fee Impact Report**  
 Prepared for Solano County Library

In accordance with Governmental Code Section 66006 (b) (1) and (2), the Dixon Public Library District (the "District") provides the following report on the District's Fiscal Year (FY) 2021/22 Public Facilities fee (PFF) to the Solano County Board of Supervisors to review and accept.

**A. DISCRIPTION OF THE TYPE OF FEE**

The Public Facilities Fee (PFF) is used to fund future public facilities and improvements needs caused by development within Solano County. The fee is comprised of several key county functions, including:

- Public Protection (Including Courts)
- Health and Social Services
- Library – fee revenues are used to expand library buildings, book holdings, audio/visual and computer equipment, and automation systems.
- General Government
- Transportation

**B. AMOUNT OF THE PUBLIC FACILITIES FEE SUMMARY**

<b>Dixon Public Library District</b> (effective February 8, 2016)	
<b>Residential</b>	Impact Fee per dwelling unit
Single Family Housing	\$ 968
Multi-Family Housing	\$ 875
Second/Accessory Unit	\$ 341
<b>Nonresidential</b>	Impact Fee per 1,000 building sq. ft.
Retail / Commercial	\$ .07
Office	\$ .11
Industrial	\$ .05
Warehouse / Distribution	\$ .01

**C. BEGINNING AND ENDING OF THE ACCOUNT OR FUND**

<b>Fund 428 - 2021/22 Fiscal Year*</b>	
Beginning Fund Balance	1,003,819.51
Transfer in of Prior Year Fee Collection	358,953.45
Interest Income less Treasury Fee	4,275.45
Less distribution	0.00
Balance forward	1,367,048.20
* Numbers prepared by Solano County	

**D. AMOUNT OF FEES COLLECTED AND INTEREST EARNED**

Transfer in of Prior Year Fee Collection	358,953.45
Interest Income less Treasury Fee	4,275.24
*Numbers prepared by Solano County	

**E. IDENTIFICATION OF EACH PUBLIC IMPROVEMENT ON WHICH FEES WERE EXPENDED: THE AMOUNT OF EXPENDITURES FOR EACH IMPROVEMENT AND TOTAL PERCENTAGE IF THE COST OF THE PUBLIC IMPROVEMENT THAT WAS FUNDED WITH THE REPORTABLE FEE**

Fund 428 - 2021/22 Public Improvement Identification				
	Total Project Cost	Estimated Public Facility Fee Budgeted Project	Public Facility Fee Expended as of June 30, 2022	Percent of Public Facility Fee Expended to Total Cost
Property Acquisition	-0-	-0-	-0-	-0-
Construction in Progress	-0-	-0-	-0-	-0-
Consulting Costs *	-0-	-0-	-0-	-0-
Other costs related to purchasing, maintaining, and improving the above properties	-0-	-0-	-0-	-0-
Legal Fees	-0-	-0-	-0-	-0-

**F. IDENTIFICATION OF INCOMPLETE PROJECTS**

No incomplete project by the end of fiscal year 2022.

**G. INTERFUND TRANSFER OR LOANS**

No interfund transfers or loans from the account were made.

**H. REFUNDS**

No refunds to the current record owner/s, any unexpended fee revenues by direct payment, or temporary suspension of fee collection.

*The Dixon Public Library Board of Trustees received and accepted this Report at their September 8, 2022 General Board Meeting.*

-----  
Melissa Maseda, Board President

-----  
Date

## **AGREEMENT FOR SPECIAL SERVICES**

### **I. PARTIES**

This Agreement for Special Services (“Agreement”) is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the “Law Firm” and DIXON PUBLIC LIBRARY DISTRICT, hereinafter referred to as “District.”

### **II. PURPOSE**

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District’s behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

### **III. TERMS AND CONDITIONS**

#### A. Fees for Services

##### 1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	\$340
Partners/Senior Counsel	\$315
Senior Associates	\$290
Associates	\$285
Non-Legal Consultants	\$220
Senior Paralegals/Law Clerks	\$200
Paralegals/Legal Assistants	\$190

##### 2. Fixed Fee Services

District agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	\$6,000
A half day of training (up to 4 hours)	\$4,500

A two-hour training	\$3,500
A one-hour training	\$2,500

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. Costs and Expenses

In addition to the fees described above, the District agrees to pay a three percent (3%) “administrative fee” calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm’s representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) “consultant processing fee” in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement,

will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 60 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.

3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour).

4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

6. After the conclusion of a particular engagement (e.g., an investigation) should a need arise for the Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of that engagement, the District shall compensate the Firm at its then applicable rates for time expended, including all required preparation time.

C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of the District to perform any of the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;

4. Upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

F. Services Performed by Law Firm-Provided Non-Legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement to prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Identification of Insurance Coverage

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Law Firm to that effect will be required.

I. Miscellaneous

1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

**IV. BINDING ARBITRATION**

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, breach of fiduciary duty, misrepresentation, or conflict of interest, such dispute shall be resolved by confidential and binding arbitration upon the written request of one party after service of that request on the other party.

There are significant advantages and disadvantages of binding arbitration. The parties shall agree on an arbitrator with special skills and experience to hear and determine the dispute

unlike in a court proceeding where a judge is assigned. If the parties cannot agree, then the Superior Court of Los Angeles County shall choose an impartial arbitrator whose decision shall be final and conclusive on all matters.

The parties shall each have the right of discovery in accordance with Code of Civil Procedure Section 1283. Arbitrations conducted pursuant to this agreement permit the same discovery rights as in a court proceeding. Each party shall bear their own costs and attorney fees, including payments to the arbitrator which can be significantly more costly than the filing fee in Court proceedings where costs may be awarded to the prevailing party. Each party to this agreement waives and therefore gives up important constitutional rights in arbitration as the arbitrator's decision is final. There is no right to appeal to challenge any errors made in the arbitration proceeding. Unlike court proceedings, arbitration proceedings are conducted privately and the outcome will remain confidential. There is no right to a trial by a judge or jury of one's peers. There is no limitation on the type of monetary damage that can be awarded by the arbitrator. The client is advised that the client has the right to have an independent lawyer of client's choice review this arbitration provision.

**V. DURATION**

This Agreement shall commence July 1, 2022 and terminate on June 30, 2023 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

Either the District or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD &  
ROMO



SCOTT K. HOLBROOK

Dated: May 5, 2022 By: \_\_\_\_\_

"District"

DIXON PUBLIC LIBRARY DISTRICT

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

By: \_\_\_\_\_  
MELISSA MASEDA, Board President