

**DIXON LIBRARY
GOVERNING BOARD OF LIBRARY TRUSTEES
AGENDA: REGULAR MEETING**

5:00 P.M., Thursday, December 9, 2021

Zoom Virtual Meeting

1. CALL TO ORDER

2. BUSINESS MEETING

2a. Pledge of Allegiance

2b. Roll Call of Trustees:

Jewel Fink, President

Melissa Maseda, Vice President

David Bowen, Clerk

Lloyd McCabe, Member

Caitlin O'Halloran, Member

2c. Staff: Suzanne Olawski, Director of Library Services, Solano County Library

Cathy Sheldon, Office Assistant III, Solano County Library

3. Adopt Resolution 2021-01 of the Dixon Library District Board of Trustees Authorizing Remote Teleconference Meetings Pursuant to Assembly Bill 361 and Make Findings and Determinations Regarding the Same (attachment)

RECOMMENDED ACTION: It is requested that the Board adopt Resolution 2021-01 as presented.

Motion made by _____

Second _____

Ayes _____ Noes _____

4. APPROVAL OF AGENDA

4a. Approval of the December 9, 2021 Agenda

Motion made by _____

Second _____

Ayes _____ Noes _____

5. APPROVAL OF MINUTES

5a. Approval of the September 9, 2021 Meeting Minutes (attachment)

Motion made by _____

Second _____

Ayes _____ Noes _____

5b. Approval of the October 28, 2021 Special Meeting Minutes (attachment)

Motion made by _____
Second _____
Ayes _____ Noes _____

6. PUBLIC COMMENT

Join Zoom Meeting

<https://us02web.zoom.us/j/88493022680?pwd=TGhQbWE1b2ExOFNUd3A4aWZDbUxRZz09>

Meeting ID: 884 9302 2680

Passcode: 720331

One tap mobile

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7. INFORMATION ITEMS

7a. Information Report - Suzanne Olawski, Director of Library Services

8. OLD BUSINESS

9. NEW BUSINESS

9a. Approve the first amendment to the Agreement between Solano County Library and the Board of Trustees of the Dixon Library District modifying the language of the Agreement to reflect a year-to-year term, which automatically renews, absent notice of termination (attachments)

Motion made by _____
Second _____
Ayes _____ Noes _____

9b. Election of Officers - Elect a president, vice president, and clerk from its members

1. President:

Motion made by _____

Second _____

Ayes _____ Noes _____

Vice-President:

Motion made by _____

Second _____

Ayes _____ Noes _____

Clerk:

Motion made by _____

Second _____

Ayes _____ Noes _____

2. Appoint the Solano County Director of Library Services as secretary to the Board
Motion made by _____
Second _____
Ayes _____ Noes _____

9c. Establish Quarterly Library Board Meetings

Education Code Section 18380 requires library trustees to meet at least quarterly. This action enables the Library Board to schedule quarterly meetings.

Motion made by _____
Second _____
Ayes _____ Noes _____

9d. Establish Library Board Meeting Dates for 2022

The following calendar dates are recommended for the regularly scheduled Library Board meetings for 2022: March 10, June 9, September 8, and December 8 (second Thursday of the month).

RECOMMENDED ACTION: It is requested that the Board approve the recommended Library Board meeting dates for 2022, as presented.

Motion made by _____
Second _____
Ayes _____ Noes _____

10. ANNOUNCEMENTS/MEMBER REPORTS

11. ADJOURNMENT

Motion made by _____
Second _____
Ayes _____ Noes _____
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 707-784-1831. 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.

RESOLUTION NO. DLD-2021-01

**A RESOLUTION AUTHORIZING REMOTE TELECONFERENCE MEETINGS
PURSUANT TO ASSEMBLY BILL 361**

WHEREAS, all meetings of the Dixon Library District Board of Trustees are held pursuant to the Ralph M. Brown Act, ensuring that any member of the public may participate in local government meetings; and

WHEREAS, on February 27, 2020, Solano County declared a local health emergency throughout Solano County related to the novel coronavirus COVID-19; and

WHEREAS, on March 3, 2020, the Solano County Board of Supervisors ratified and extended this declaration of a local health emergency;

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19 and ordered all residents to obey orders and guidance issued by state and local health officials, including but not limited to, the imposition of social distancing measures to control the spread of COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, ends the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, on September 16, 2021, the Governor signed AB 361 (2021) into law, which allows for local legislative bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the legislative bodies make specific findings; and

WHEREAS, the Governor has declared a State of Emergency pursuant to Government Code section 8625; and

WHEREAS, since issuing Executive Order N-08-21, the highly contagious Delta variant of COVID-19 has emerged, causing an increase in COVID-19 cases throughout the State and Solano County; and

WHEREAS, the California Department of Public Health currently recommends that all individuals, regardless of vaccination status, wear a mask while indoors in public spaces; and

WHEREAS, the CDC continues to recommend physical distancing of at least 6 feet from others outside of the household; and

WHEREAS, California Code of Regulations Title 8, section 3205 "COVID-19 Prevention," subparagraph (c)(5) states: "Training and instruction. The employer shall provide effective training and instruction to employees that includes the following: . . . (D) The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19, but are most effective when used in combination"; and

WHEREAS, because state or local health officials have imposed or are recommending measures to promote social distancing, the Dixon Library District Board of Trustees finds it prudent to and desires to continue holding meetings via teleconference; and

WHEREAS, the Dixon Library District Board of Trustees shall ensure that its meetings comply with the provisions required by AB 361 (2021) for holding teleconferenced meetings.

NOW, THEREFORE, the Dixon Library District Board of Trustees does resolve as follows:

1. The above recitals are true and correct, and incorporated into this Resolution.

2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the requirements of Government Code section 54953(b)(3) of the Brown Act, the Dixon Library District Board of Trustees makes the following findings:

- a) The Dixon Library District Board of Trustees has considered the circumstances of the state of emergency; and
- b) The state of emergency, as declared by the Governor and Solano County, continues to exist; and
- c) The state of emergency due to the presence of COVID-19 in the community continues to directly impact the ability of the members of the Dixon Library District Board of Trustees to meet safely in person; and
- d) State and local officials continue to impose or recommend measures to promote social distancing.

3. The Dixon Library District Board of Trustees may continue to meet remotely in compliance with AB 361, in order to better ensure the health and safety of the public.

4. The Dixon Library District Board of Trustees will revisit the need to conduct meetings remotely no later than 30 days after teleconferencing for the first time, or at its next meeting.

5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Dixon Library District Board of Trustees, State of California, this _____ day of _____ 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jewel Fink, President

DIXON PUBLIC LIBRARY

**GOVERNING BOARD OF LIBRARY TRUSTEES
MINUTES: REGULAR MEETING**

5:00 P.M., Thursday, September 9, 2021

Zoom Virtual Meeting

1. CALL TO ORDER: The meeting was called to order by Caitlin O'Halloran at 5:04 p.m.

2. CLOSED SESSION

- A. Public Employee Discipline/Dismissal/Release/Resignation/Reassign [Govt. Code 54957]
- B. Conference with legal counsel-existing litigation [Govt. Code 54956.9 (d) (2)] [Arozena vs. Dixon Public Library District]

RECONVENE TO OPEN SESSION

3. ANNOUNCEMENTS FROM CLOSED SESSION - None

4. ESTABLISH QUORUM/ROLL CALL

4.a. Roll Call of Trustees:

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

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

Other Present: Malissa Knapp, Branch Manager, Solano County Library; Lisa Lin, Admin Services Manager, Solano County Library; Cathy Sheldon, Office Assistant III, Solano County Library

5. APPROVAL OF AGENDA

5.a. Approval of September 9, 2021 Agenda

Motion made by Member McCabe
Second Clerk Bowen
Ayes 4 Noes 0

Yes Caitlin O'Halloran
Yes Melissa Maseda
Yes Lloyd McCabe
Yes David Bowen

6. APPROVAL OF MINUTES

6. a. Approval of the June 10, 2021 Meeting Minutes

Motion made by Clerk Bowen

Second Vice President Maseda

Ayes 4 Noes 0

Yes Caitlin O'Halloran

Yes Melissa Maseda

Yes Lloyd McCabe

Yes David Bowen

7. PUBLIC COMMENT - None

8. INFORMATION ITEMS

8.a. Information Report- Director of Library Services

Ms. Olawski reported the library has restored additional hours for the public. Dixon Library is open Monday and Wednesday, 9am-6pm; Tuesday and Thursday 9am-8pm; and Friday and Saturday 9am-5pm. September is Adult Literacy Awareness Month and National Library Card Sign Up Month. The Library will issue library cards for a limited time from the winners of the library card design contest. Ms. Olawski also reported the Library has started updating the Wi-Fi infrastructure and the project should be completed by winter 2021 and is replacing public access computers and updating security at the branches. Ms. Olawski reported Ginger Emerson has agreed to serve another term on the Measure L Oversight Independent Citizens Committee. On August 8, 2021, the Solano County Board of Supervisors appointed all members to the Measure L Committee for a four-year term (September 2021 – June 2025). The Measure L Committee meets once a year and the next meeting is on Monday, September 20, 2021 at 6:00 p.m. via Zoom.

Dixon Library's collection will begin floating throughout the branches and the Library added two new digital resources: ProQuest Historical Black Newspapers and Freegal Music, which offers unlimited streaming.

New staff member Randi Johnson, Library Associate, started in June.

Dixon had 500 participants in the Summer Reading Challenge and recorded over 38,000 minutes of reading. Staff did outreach at local school sites for the summer lunch programs and handed out over a150 free books to children as part of the Lunch at the Library grant program.

Tutor.com is the library's online tutoring program and for FY 20/21, Dixon had 914 sessions logged.

Class visits have started at the library again and the library continues to have a great connection with the local schools in Dixon. The library is offering outdoor Storytime and Afternoon Adventures for children (weather permitting).

Dixon library staff has done outreach at the Dixon Migrant Center and passed out free books for children donated by First 5 and registered individuals for library cards.

Staff also has done outreach at the Food Bank in conjunction with First 5 and shared information about library services.

9. OLD BUSINESS

9.a. Update on the Pereira House property

Ms. Olawski reported the library has solicited demolition quotes for the property at 235 North 2nd Street. A historical assessment was performed, and the house and trees are not historical. An asbestos inspection will be done to determine if there is asbestos present so it can be removed properly. There are specific guidelines to follow with a demolition of a structure. The Library has contacted the City of Dixon for permits. Items in the house will go to surplus, per Board approval in November 2019.

9.b. Approve the revised FY 2021-2022 budget

Motion made by Vice President Maseda
Second Clerk Bowen
Ayes 5 Noes 0

- Yes Caitlin O’Halloran
- Yes Jewel Fink
- Yes Melissa Maseda
- Yes Lloyd McCabe
- Yes David Bowen

10. NEW BUSINESS

10a. Agreement between Solano County Library and the Board of Trustees of the Dixon Library District

Ms. Olawski stated the agreement between Solano County Library and the Dixon Library District expires on June 30, 2022. If the District does not want to renew the agreement, the agreement states Dixon Library District needs to contact Solano County Library in writing by January 1, 2022. Ms. Olawski stated language in the agreement can be revised to state the agreement shall remain in force until amended, modified, or terminated. The term of the agreement shall continue year to year unless modified or terminated by either party giving written notice to the other party no later than the first day in January in any fiscal year. Ms. Olawski will bring the agreement to the meeting in December with revised language for the Governing Board to review. Once approved by the Governing Board, Ms. Olawski will bring the agreement to the Solano County Board of Supervisors for approval.

10b. Approve surplus of security gates and remove from inventory list

Motion made by Member McCabe
Second President Fink
Ayes 5 Noes 0

- Yes Caitlin O’Halloran
- Yes Jewel Fink

Yes Melissa Maseda
Yes Lloyd McCabe
Yes David Bowen

11. Announcements/Member Reports

12. Adjournment

Motion made by Member McCabe

Second Vice President Maseda

Ayes 5 Noes 0

Time: 6:05 p.m.

Yes Caitlin O'Halloran
Yes Jewel Fink
Yes Melissa Maseda
Yes Lloyd McCabe
Yes David Bowen

Suzanne Olawski, Director of Library Services

Date

DIXON PUBLIC LIBRARY

**GOVERNING BOARD OF LIBRARY TRUSTEES
MINUTES: SPECIAL MEETING**

5:00 P.M., Thursday, October 28, 2021

Zoom Virtual Meeting

1. CALL TO ORDER: The meeting was called to order by Jewel Fink at 5:05 p.m.

2. ESTABLISH QUORUM/ROLL CALL

2.a. Roll Call of Trustees:

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

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

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

3. APPROVAL OF AGENDA

3a. Approval of October 28, 2021 Agenda

Motion made by Member McCabe

Second Clerk Bowen

Ayes 3 Noes 0

Yes Jewel Fink

Yes Lloyd McCabe

Yes David Bowen

4. PUBLIC COMMENT - None

5. NEW BUSINESS

5a. Receive and accept the 2020/21 Public Facilities Fee Impact Report (attachment)

Motion made by Clerk Bowen

Second Member McCabe

Ayes 3 Noes 0

Yes Jewel Fink

Yes David Bowen

Yes Lloyd McCabe

6. ADJOURNMENT

Motion made by Member McCabe

Second Clerk Bowen

Ayes 3 Noes 0

Time: 5:15 p.m.

Yes Jewel Fink

Yes Lloyd McCabe

Yes David Bowen

Suzanne Olawski, Director of Library Services

Date

**AGREEMENT FOR LIBRARY ADMINISTRATOR SERVICES
COUNTY OF SOLANO
DIXON PUBLIC LIBRARY DISTRICT**

THIS AGREEMENT is made and entered into as of the 1st day of January 2020, by and between the COUNTY OF SOLANO, a political subdivision of the State of California (hereinafter "County") on behalf of the SOLANO COUNTY LIBRARY (hereinafter "Administrator") and the BOARD OF TRUSTEES ("Board") of the DIXON PUBLIC LIBRARY DISTRICT, a political subdivision of the State of California (hereinafter "District").

RECITALS

WHEREAS, the District's Board operates the Dixon Library and has requested that the Administrator through the County contract with the District to provide administrative, managerial, and related library services to manage the District Library on a day to day basis on behalf of the Board pursuant to its authority under Education Code section 18400, *et seq.*, and,

WHEREAS, the Administrator is willing and able to provide such services, and

WHEREAS, the parties further desire that all District employees employed at the Dixon Library prior to the term of this Agreement, shall cease to be employees of the District and shall thereafter be deemed to be County employees during the term of this Agreement unless such employees resign, are terminated, or otherwise retire from County employment;

NOW, THEREFORE, Administrator and Board mutually agree:

SECTION 1.0 DEFINITIONS

1.1 Administration

Administration means all administrative costs of operating the Dixon Library including personnel, supplies, physical space and equipment.

1.2 Automation

Automation is all computer-driven circulation and informational databases within the Library system.

1.3 Board

Board refers to the Dixon Public Library District Board of Trustees, which shall retain all authority over the District and Dixon Library as prescribed by law.

1.4 Charge for Services

Charge for Services refers to the total expenditures for operating the Dixon Library minus all credits.

1.5 Credits

Credits refer to the Administrator's internal accounting method of crediting the Dixon Library for its share of fines, fees or donations received.

1.6 Contract

The contract is this Agreement.

1.7 Fiscal Year

The fiscal year is the period from July 1 to and including the following June 30.

1.8 Fixed Asset

A fixed asset is any item with a fixed cost of \$5,000 or more and an estimated useful life of three (3) or more years.

1.9 Operating Expenses

Operating expenses are all the actual, documented costs of operating the Dixon Library such as staff, books and other materials, equipment, utilities, insurance and supplies.

1.10 Overhead

Overhead means the indirect costs of administration, technical services, automation and telephone assistance center, incurred by the Administrator in managing the Dixon Library. The calculation of overhead is based on the actual expenses of the fiscal year just ended prior to the submission of the preliminary budget for the ensuing fiscal year.

1.11 Public Facilities Fees

Public Facilities Fees are collected on new development to fund expansion and/or new construction of facilities to meet growth requirements. Government Code 66001 et seq. (AB1600) governs impact fees (also referred to as "public facilities fees") imposed by all public agencies.

1.12 Revenue

Revenue refers to all property tax, sales tax and redevelopment dissolution revenues that the Dixon Library annually receives in accordance with state law.

1.13 School District

School District refers to the Dixon Unified School District.

1.14 SPLASH

SPLASH is the joint automation system owned by Solano County. The partners are Benicia Public Library, St. Helena Public Library, and Solano County Library.

1.15 Technical Services

Technical Services refers to the identification, ordering, acquisition, cataloging and processing of all books and other materials.

1.16 Dixon Library

The Dixon Library includes all public library buildings within the District. The current Dixon Library facility is located at 230 N 1st Street, Dixon, CA

Section 2.0 LEVEL OF SERVICE

2.1 Revenue and Credits

A.The level of service provided to the Dixon Library by the Administrator shall be commensurate with the annual revenues provided to the Administrator by the Dixon Library.

B.Revenue will be used in determining the level of service.

C.Based upon the total available revenue and credits, the Administrator agrees to provide the same library services to District residents as are provided generally to the residents of Solano County.

2.2 Scope of Service

A.The level of services is set forth in Appendix A which generally includes:

- (1) A collection of books and other materials for circulation and in-house use;
- (2) Staff to circulate materials and answer informational and reader's advisory questions posed by all age groups;
- (3) Access via the public access catalog to materials not physically housed in the Dixon Library;
- (4) Interlibrary loan and delivery services; and,
- (5) Programming activities and a regular schedule of hours including evening and weekend service.

B.The Administrator agrees to provide services regularly except if interrupted by an Act of God, war, civil disturbance, labor dispute or other cause beyond the Administrator's control.

SECTION 3.0 REVENUE AND BUDGET

3.1 Public Entity

A.The parties recognize and agree that the District is a public entity of the State of California separate and apart from the School District.

3.2 Preliminary Budget

A.Each June, the Administrator shall prepare and present to the Board for approval a preliminary budget based on:

- (1) The total estimated amount of the Dixon Library's revenues;
- (2) All applicable credits.

B.Expenditures shall include all operating expenses of the Dixon Library including overhead costs.

C. The District agrees to compensate the Administrator for the overhead costs of managing the Dixon Library on behalf of the Board.

D.The Administrator agrees to itemize the actual costs of overhead.

E.The preliminary and final versions of the Dixon Library's budget shall include an itemization of overhead costs.

3.3 Final Budget

A. Each September, the Administrator shall submit the Dixon Library's budget to the Board

for final approval.

B. The Administrator's budget shall include the final Dixon Library budget and shall be the basis for establishing the Charge for Services for managing the Dixon Library for the ensuing fiscal year.

C. The Board retains the authority to determine the format or content of the annual budget submitted for Board approval. Any additional staff costs to modify the format from the County's budget format will be charged to the District's budget.

3.4 Modification

A. Subject to notifying the Administrator, the Board has the right to amend the Dixon Library's budget after adoption of the final budget.

B. Subject to discussion with the Administrator, the Board agrees not to reduce the level of service or the Charge for Services unless Dixon Library revenues decline.

C. Notwithstanding the above, the Board retains the final authority to modify service levels and the Charge for Services commensurate with changes in available revenues.

3.5 Revenues

A. In accordance with state law, Solano County Auditor collects all Dixon Library property and sales tax revenues on behalf of the Board and deposits them into the Dixon Library General Fund.

B. The Administrator shall accept all other Dixon Library funds on behalf of the Board and deposit them into the Dixon Library General Fund.

C. Solano County Auditor shall have custody of all funds on behalf of the Board.

D. Between January and June 30th of each fiscal year, and upon prior approval by the Board, the Dixon Library shall transfer to the Administrator the amount agreed upon as the Charge for Services.

E. All public fines and fees collected within the Dixon Library shall be credited by the Administrator against the Charge for Services.

F. Administrator will include the Dixon Library in its Public Facilities Fees Program and those Public Facilities Fees collected in the District shall be credited to the Dixon Library. The Dixon Library shall use the public facilities fees so collected for the express purpose of offsetting the cost of expansion of library services, which includes but is not limited to, the following:

- Paying debt service obligations on capital projects for the expansion of existing or construction of new library buildings
- Purchase and upgrade of computer system equipment needed to accommodate growth
- Purchase of library volumes and other materials

3.6 Financial Reports

The Administrator agrees to provide at least quarterly financial reports to the Board.

3.7 Credits

A. At the conclusion of the fiscal year, the Administrator shall determine the actual cost of operating the Dixon Library and compare it to the budgeted Operating Expenses for the same fiscal year. Any remaining balance shall be credited to the Dixon Library.

B. If the actual cost exceeds the budgeted operating expenses, the difference shall be reported to the Board and recorded as a debit against the Dixon Library in the subsequent fiscal year. Likewise, if the budgeted operating expenses exceed the actual costs, the difference shall be reported to the Board and recorded as a credit for the Dixon Library in the subsequent fiscal year.

3.8 Grants

The Administrator agrees to act on the Dixon Library's behalf in seeking and securing federal, state and local grants. The Administrator shall notify the Board of any such grants and obtain the Board's approval prior to pursuing any such grants specifically on the Dixon Library's behalf that are in excess of \$75,000.

SECTION 4.0 RESPONSIBILITIES

4.1 District

A. The District agrees to accept full responsibility for carrying out the provisions of this Agreement in all Dixon Library matters.

4.2 Administrator

A. Besides the Administrator's responsibilities as detailed in this Agreement, the Administrator agrees to provide the Board with all information regarding Administrator planning or activities which may impact the Dixon Library.

B. The Administrator agrees to keep the Board informed as to national, state and local library issues.

SECTION 5.0 PROPERTY, FIXED ASSETS, AND EMPLOYEES

5.1 Library Buildings

A. The Dixon Library buildings are and shall remain District property throughout the term of this Agreement.

B. For the purposes of this Agreement, the Administrator shall operate the Dixon Library buildings in the same manner as all other County library branches.

5.2 Property

A. All property, including books, shelving, furniture and other fixed assets purchased with Dixon Library funds shall be classified as such and shall remain Dixon Library property.

B. All property purchased with County and/or Administrator funds for use at the Dixon Library shall be identified as such and shall remain County and/or Administrator property.

C. County and/or Administrator property shall be considered "on loan" to the District, if any, for the duration of this Agreement.

D. The County, through the Administrator, agrees to provide an annual inventory of all fixed assets purchased under the aegis of the County and shall assign ownership to the proper agency. The annual inventory shall include any such County property on loan to the District, and shall be made available to the Board upon request.

5.3 Employees

A. As of January 1, 2020, all District employees hired by the Dixon Library prior to commencement of this Agreement will be given the opportunity to accept employment with the County for assignment at the Dixon Library during the term of this Agreement. Employees accepting employment with the County and any new employee hired by the Administrator to serve at the Dixon Library, during the term of this Agreement, shall hereafter be referred to as "County Employees." Accordingly, County Employees shall be entitled to all benefits provided to all Administrator employees and within the County's existing employee classifications during the term of this Agreement. The District shall obtain signed notice and consent forms from all employees confirming their acceptance of employment as County Employees during the term of this Agreement. The parties agree that employees accepting employment as County Employees during the term of this Agreement shall not be required to join any labor association or pay any related dues while employed as County Employees, but may do so voluntarily. In the event this Agreement is terminated by either party, employees hired by the Dixon Library prior to the commencement of this Agreement shall retain all rights and privileges under District policies then existing immediately prior to commencement of this Agreement, while employees hired by the Administrator to serve at the Dixon Library during the term of this Agreement shall remain County employees subject to County policies and regulations.

B. District will remain solely liable for its unfunded accrued actuarial liability with CalPERS for Dixon Library Employees, calculated as of the date of commencement of this Agreement. By agreeing as such, the parties intend that neither the Administrator nor County shall be liable for any actuarial liability existing prior to the term of this Agreement.

SECTION 6.0 INSURANCE

6.1 Responsibilities

A. The Dixon Library must maintain property, fire, and liability insurance on the building and its contents and authorizes the Administrator to secure such insurance on the Board's behalf, subject to prior Board approval. This insurance shall be considered primary and no County insurance shall be called upon to satisfy any loss due to fire or property damage, unless such loss or

damage is due to the Administrator's negligence.

B. County will maintain status as a legally self-insured public entity for general liability for all activities provided by the Administrator and its employees, including County Employees. Excess liability coverage with limits up to twenty-five million dollars (\$25,000,000) may be provided through participation in the California State Association of Counties Excess Insurance Authority. This insurance shall be considered primary and no District insurance shall be called upon to satisfy any claim for workers compensation.

C. County shall provide Certificates of Coverage and shall name the District as an additional insured.

D. In addition to the foregoing, the Administrator shall maintain the District's current general liability and errors/omissions insurance coverage in full force and effect on behalf of the District and Board throughout the term of this Agreement. District shall provide Certificates of Coverage and shall name the Administrator as an additional insured.

6.2 Notice

A. Any policy of insurance required under this Agreement shall provide that the Board and the County shall be given thirty (30) days prior notice of each expiration or any intended cancellation, reduction or change in any coverage.

B. The Administrator, through the County, shall deliver to the Board within thirty (30) days of the execution of this Agreement or any renewal thereof, a written certificate:

- (1) Stating that the policies in effect and required by this Agreement satisfy the requirements of this Agreement;
- (2) Setting forth the insurance policies then in force; and,
- (3) Setting forth the names of the insurers that issued the policies, the amounts thereof and the risks covered.

C. To the extent of any self-insurance provided by the County, the County's Risk Manager shall report to the Board in July on the continued availability of such self-insurance coverage and any proposed changes.

6.3 Worker's Compensation

A. County must maintain Worker's Compensation coverage for all County Employees during the term of this Agreement.

B. County represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty five thousand dollars (\$125,000) and a one hundred and fifty million dollar (\$150,000,000) limit with excess coverage through participation in the California State Association of Counties Excess Insurance Authority.

C. County shall provide Certificates of Coverage evidencing such coverage to the Board.

SECTION 7.0 GENERAL PROVISIONS

7.1 Audit

A. The Administrator shall undertake a bi-annual audit of the Dixon Library's finances and the Board authorizes the Administrator to act on the Board's behalf during the bi-annual audit or any special audit as needed. The Administrator agrees to keep the Board informed as to all audits.

B. The bi-annual audit will be effective beginning with the audit covering fiscal years 2019/2020 and 2020/2021. The Dixon Library will have a one year audit covering fiscal year 2018/2019.

C. Any special audit requests by the Board of the Administrator or County finances as it relates to the Dixon Library shall be performed upon the Board's request. The Board agrees that the District shall underwrite the actual costs of the special audit.

7.2 Regulations and Procedures

To the extent financially feasible, and in accordance with Board discretion and approval, the Board agrees to have the Dixon Library operated under the same policy, procedures and rules that govern all Administrator library branches during the term of this Agreement.

7.3 Management of Employees

A. County Employees shall be managed and supervised by the Administrator and subject to all working conditions, salaries and benefits as set forth by the County during the term of this Agreement.

B. County Employees shall be neither employees nor independent contractors of the District and shall not be eligible for any entitlement or benefits available to employees or independent contractors of the District during the term of this Agreement.

7.4 Indemnification

A. County agrees to indemnify and hold harmless the Board, District and District's employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.

B. District agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of the Board, District, its employees or agents.

C. Each party agrees to promptly give notice to the other of any actual or potential claim or liability.

7.5 Nondiscrimination

A. Each party shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

B. Further, there shall be no discrimination against employees, which includes, but is not

limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

7.6 Drug Free Workplace

Each party warrants that they are knowledgeable of Government Code section 8350 et seq regarding a drug free workplace and shall abide by and implement its statutory requirements.

7.7 Health and Safety Standards

Each party shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program.

7.8 Modification and Termination

A. This Agreement shall remain in force until amended, modified or terminated.

B. The term of this Agreement shall commence when approved by the Board as indicated below, and shall cover three (3) fiscal years (2019-2020, 2020-2021, and 2021-2022) ending on June 30, 2022, unless renewed, modified or terminated by either party giving written notice to the other party no later than the first day in January in any fiscal year during the term of this Agreement.

C. Such renewal, modification or termination shall be effective on the first day of July of the subsequent fiscal year.

D. The Board and the Administrator agree to review the Agreement annually.

E. The Administrator’s authorized representative and the Board President or respective designee(s) shall be responsible for reviewing the Agreement.

7.9 Notice

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

COUNTY	DISTRICT
Director of Library Services	Board President
Solano County Library	Dixon Public Library District
1150 Kentucky Street	230 North First St.
Fairfield, CA 94533	Dixon, CA 95620

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.10 Entire Agreement

A. This Agreement, including any appendices, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County, Administrator or Board other than those contained herein.

B. This Agreement only refers to the library facilities physically located within the boundaries of the Dixon Public Library District.

C. The parties agree this Agreement shall not take effect until approved by the Board at a

Solano County Library

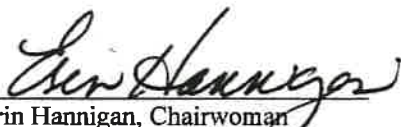
Dixon Public Library District


regular public meeting, as indicated below.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

COUNTY OF SOLANO, a Political
Subdivision of the State of
California

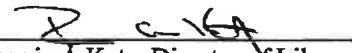
DIXON PUBLIC LIBRARY DISTRICT

By 
Erin Hannigan, Chairwoman
Solano County Board of Supervisors

By 
Luke A. Foster, Board President
Dixon Public Library District

Date 11/19/19
APPROVED AS TO CONTENT

Date 10/11/19


By 
Bonnie A. Katz, Director of Library Services
Solano County Library

Date 11/22/19

APPROVED AS TO FORM

By 
County Counsel

Date 11/6/19

By 
Counsel for the Board

Date 10/11/19

Solano County Library

Dixon Public Library District

APPROVED BY THE BOARD at a regular public meeting on Nov. 19, 2019

**APPENDIX A
ADMINISTRATOR SERVICES PROVIDED TO DISTRICT**

I. ADMINISTRATIVE SERVICES

The Administrator agrees to keep the Board informed and obtain prior Board approval as specified in the Agreement and this Appendix.

1. Personnel

- a. Determine appropriate staffing levels and justify new positions.
- b. Develop and revise job descriptions when appropriate.
- c. Recruit, interview and select qualified personnel for permanent and substitute positions.
This includes developing job announcements, placing advertisements in national and local professional periodicals, screening applications and developing questions and assessment center exercises for written exams, oral boards and interview panels.
- d. Orient any new personnel, to the Administrator's County Library system, policies, and procedures.
- e. Provide training and continuing education opportunities for all staff.
- f. Maintain personnel files.
- g. Monitor salary, work schedule and benefit changes.
- h. Handle Worker's Compensation and Disability claims.
- i. Prepare bi-weekly payroll.
- j. Complete all paperwork for employees who retire or resign.
- k. Address employee concerns and handle employee grievances.
- l. Monitor and interpret Civil Service rules and labor agreements.
- m. Provide testing and certification for bilingual employees if deemed necessary

2. Fiscal

- a. Prepare annual District budget for approval by the Board.
- b. Prepare at least quarterly financial statements for the Board.
- c. Provide information for bi-annual Dixon Library audit.
- d. Prepare Dixon Library financial reports for the Board.
- e. Prepare requests and justification for funds from various agencies such as the State Library.
- f. Prepare all grants.
- g. Maintain Trust Fund and prepare related reports.
- h. Order, verify and distribute all supplies and fixed assets.

**APPENDIX A
COUNTY LIBRARY SERVICES PROVIDED TO DISTRICT**

- i. Maintain annual inventory of fixed assets.
- j. Pay all bills.
- k. Administer collection services for customers with overdue items.
- l. Negotiate all service contracts such as janitorial.
- m. Negotiate and arrange for all maintenance, equipment and insurance agreements.
- n. Research and estimate costs for existing and additional items or services.
- o. Maintain and handle all vendor relations and correspondence.

3. Facilities

- a. Provide daily delivery of materials, supplies and correspondence to the Dixon Library.
- b. Arrange for repairs to buildings and/or equipment.
- c. Plan and oversee new, expanded or remodeled facilities.
- d. Develop long-range master facilities plan.

4. Other Services

- a. Develop, prepare and implement Dixon Library's multi-year strategic plan.
- b. Prepare required State reports.
- c. Prepare and produce flyers, bookmarks and handouts which support Dixon Library programs and services.
- d. Provide all duplicating and printing services.
- e. Handle customer concerns and complaints.
- f. Prepare and distribute agendas and minutes as necessary
- g. Provide services and assist the Board with all requirements to ensure compliance with the Ralph M. Brown Act regarding the scheduling of Board meetings and the development, distribution, and posting of Board agendas and related documents/information as required by law.
- h. Attend Board meetings on various topics that concern the Dixon Library.

II. AUTOMATION SERVICES

1. Purpose

Provide and maintain a shared local automation system for the SPLASH consortium.

2. Vendor Relations

- a. Resolve online and related issues and concerns.
- b. Troubleshoot software, hardware and telecommunications problems.

APPENDIX A
COUNTY LIBRARY SERVICES PROVIDED TO DISTRICT

- c. Develop software and enhancements to make the system easier to use by patrons and staff.
- d. Implement and upgrade modules, such as Acquisitions, Circulation, Bibliographic Maintenance, Online Catalog, Serials Management and Online Databases.
- e. Load new releases.

3. Documentation, Training and Reports

- a. Translate vendor documentation into layperson's language.
- b. Write automation procedures manuals.
- c. Develop and distribute training materials for new software releases and modules.
- d. Train designated staff trainers on new software releases, modules and refresher courses.
- f. Prepare and mail all overdue, hold and other patron notices.

4. Equipment Maintenance and Repair

- a. Maintain and perform simple repairs on automation and microcomputer equipment.
- b. Provide backup terminals and peripheral equipment when necessary.
- c. Work with service contractor to take care of complex equipment repair problems.

4.5. Other Services

- a. Represent Dixon Library interests at various SPLASH and other regional committee meetings.
- b. Develop an umbrella technology plan. Identify annual activities that implement the intent of that plan.
- c. Coordinate SPLASH and Solano operations policies and procedures

III. TECHNICAL SERVICES

1. Collection Development and Acquisitions

- a. Develop an annual materials implementation plan for collection development and include such costs in the District's annual budget.
- b. Provide journals and selection lists from which staff may order books and other materials.
- c. Coordinate all orders to achieve efficiency and larger vendor discounts.
- d. Order books, audio visual, electronic and ephemeral materials.
- e. Handle all details for renewing and ordering new subscriptions for periodicals
- f. Maintain fund accounting for all materials purchases.
- g. Track order cancellations and adjust budgets.

**APPENDIX A
COUNTY LIBRARY SERVICES PROVIDED TO DISTRICT**

2. Cataloging and Processing

- a. Catalog materials using Library of Congress approved standards.
- b. Use nationally developed automated database to ensure consistency of cataloging.
- c. Adjust catalog to local needs when appropriate.
- d. Add items to automated circulation and public catalog.
- e. Physically process each book as necessary with pockets, markings, spine labels, barcodes and plastic covers.
- f. Mend materials as needed.
- g. Delete withdrawn material from the catalog.

3. Other Services

- a. Search regional and national databases to locate books and other materials not owned by the library to fill a customer request (interlibrary loan).
- b. Research and implement methods for improving turnaround time of acquisitions, cataloging and processing functions using new technological advances such as electronic ordering of materials.

IV. TELEPHONE ASSISTANCE CENTER

1. Centralized Telephone Service

- a. Answer all incoming telephone calls from customers for information and circulation services.
- b. Provide answers to ready reference inquiries, which are questions that can be answered in a short timeframe (usually within five minutes).
- c. Renew Dixon Library books and materials over telephone.
- d. Refer branch-specific questions to the appropriate Administrator's library.

**FIRST AMENDMENT TO AGREEMENT FOR LIBRARY ADMINISTRATION SERVICES
COUNTY OF SOLANO and DIXON LIBRARY DISTRICT**

This First Amendment ("Amendment") is entered into as of the ____ day of _____, 2021, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") on behalf of the SOLANO COUNTY LIBRARY ("Administrator") and the BOARD OF TRUSTEES ("Board") of the DIXON LIBRARY DISTRICT, a political subdivision of the State of California ("District").

1. Recitals

A. The County and the District entered into an agreement as of the 1st day of January 2020, in which the Administrator agreed to provide administrative, managerial, and related library services to manage the District Library on a day-to-day basis on behalf of the Board pursuant to its authority under Education Code section 18400, et seq. for three (3) fiscal years (2019-2020, 2020-2021, and 2021-2022) ending on June 30, 2022, unless renewed, modified or terminated by either party giving written notice to the other party no later than the first day in January in any fiscal year during the term of this Agreement.

B. The parties now desire to modify the terms of the Agreement.

C. This Amendment extends the term of the contract initially through June 2023 and modifies the language of the Agreement to reflect a year to year term thereafter, which automatically renews, absent notice of termination.

D. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Term of Contract.

Section 7.8 Modification and Termination, item B. is modified as follows:

The original term of the agreement was for an initial three (3) year term covering three fiscal years (2019-2020, 2020-2021, and 2021-2022). Beginning as of July 1, 2022, the term of this Agreement shall be for one year at a time and will automatically renew each subsequent July 1st unless either party gives notice of termination no later than December 31st for the upcoming extension.

3. Effectiveness of Contract.

Except as set forth in this Amendment, all other terms and conditions specified in the Agreement remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

Dixon Library District

By _____
John Vasquez, Chair
Solano County Board of Supervisors

By _____
Jewel Fink, Board President
Dixon Library District

APPROVED AS TO CONTENT

By _____
Suzanne Olawski, Director of Library Services
Solano County Library

APPROVED AS TO FORM

By _____
County Counsel

APPROVED AS TO FORM

By _____
District Counsel