

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

6:30 P.M., Thursday, March 10, 2022

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

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**1. CALL TO ORDER**

**2. BUSINESS MEETING**

2a. Pledge of Allegiance

2b. Roll Call of Trustees:

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

2c. Staff: Suzanne Olawski, Director of Library Services, Solano County Library  
Cathy Sheldon, Office Assistant III, Solano County Library

**3. CLOSED SESSION**

3a. Conference with legal counsel-existing litigation [Govt. Code 54956.9 (d) (2)] [Arozena vs. Dixon Library District] [One Case]

**4. ANNOUNCEMENTS FROM CLOSED SESSION**

**5. APPROVAL OF AGENDA**

5a. Approval of the March 10, 2022 Agenda

Motion made by \_\_\_\_\_  
Second \_\_\_\_\_  
Ayes \_\_\_\_\_ Noes \_\_\_\_\_

**6. APPROVAL OF MINUTES**

6a. Approval of the December 9, 2021 Meeting Minutes (attachment)

Motion made by \_\_\_\_\_  
Second \_\_\_\_\_  
Ayes \_\_\_\_\_ Noes \_\_\_\_\_

**7. 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.

**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.

**8. INFORMATION ITEMS**

8a. Information Report - Suzanne Olawski, Director of Library Services

**9. OLD BUSINESS**

**10. NEW BUSINESS**

10a. 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)

Motion made by \_\_\_\_\_  
Second \_\_\_\_\_  
Ayes \_\_\_\_\_ Noes \_\_\_\_\_

**11. ANNOUNCEMENTS/MEMBER REPORTS**

**12. 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.

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

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

Zoom Virtual Meeting

**1. CALL TO ORDER:** The meeting was called to order by Jewel Fink at 5:02 p.m.

**2. ESTABLISH QUORUM/ROLL CALL**

2a. Pledge of Allegiance

2b. Roll Call of Trustees:

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

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

Other Present: Cathy Sheldon, Office Assistant III, Solano County Library, Malissa Knapp, Branch Manager, 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**

Motion made by Member McCabe

Second Member O'Halloran

Ayes   5   Noes   0  

Yes Caitlin O'Halloran

Yes Melissa Maseda

Yes Lloyd McCabe

Yes David Bowen

Yes Jewel Fink

**4. APPROVAL OF AGENDA**

**4a. Approval of the December 9, 2021 Agenda**

Motion made by Member O'Halloran

Second Clerk Bowen

Ayes   5   Noes   0  

Yes Caitlin O'Halloran

Yes Melissa Maseda

Yes Lloyd McCabe

Yes David Bowen

Yes Jewel Fink

**5. APPROVAL OF MINUTES**

**5a. Approval of the September 9, 2021 Meeting Minutes**

Motion made by Clerk Bowen

Second Vice President Maseda

Ayes   5   Noes   0  

Yes Caitlin O'Halloran

Yes Melissa Maseda

Yes Lloyd McCabe

Yes David Bowen

Yes Jewel Fink

**5b. Approval of the October 28, 2021 Special Meeting Minutes**

Motion made by Member O'Halloran

Second Member McCabe

Ayes   5   Noes   0  

Yes Caitlin O'Halloran

Yes Melissa Maseda

Yes Lloyd McCabe

Yes David Bowen

Yes Jewel Fink

**6. PUBLIC COMMENT: None**

**7. INFORMATION ITEMS**

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

- 2022 Annual Reading Program: **Solano Reads:** an all-ages, community-wide year-round reading program, celebrating of all kinds of reading. Encourages reading just twenty minutes per day; setting personal goals; and, receiving commemorative milestone pins as reward incentives.
- Amy Tan author event is scheduled for March 20, 2022 at the Vacaville Performing Arts Center. For admittance, 2022 tickets are required. 2020 ticket holders will be able to exchange their tickets during the month of January. Remaining tickets will be released in February. Masks will be required and other safety protocols may be required pending pandemic conditions at time of event.
- 2023-2027 strategic planning process will begin winter/spring 2022.
- Facility key card access and roof repairs will occur in 2022.
- Dixon staff have been participating in a California Librarian Association yearlong program focusing on equity-based summer programming.
- Staff continues to attend the monthly project meetings with the Dixon Women's Improvement Club to discuss social services in Dixon and how to distribute this information to those in need.
- The Teen Advisory Board (TAB) is going very well and meetings are well attended. This group is a mix of the Dixon High School Book Club and other High School students, as well as John Knight Middle School students. They discuss books and volunteer opportunities/projects they could do at the library.

- The SCL launched ArtistWorks, which offers high-quality video instruction for a variety of musical instruments, in early November. Users will access ArtistWorks through the Libby app or via browser from a link on our website. In the Libby app, ArtistWorks will be listed under Extras. People who already use Libby will not need to re-register to access the service. Users who are new to the ever-expanding universe of Libby offerings will need to register with their library card.
- At the start of the pandemic, ProQuest permitted libraries to offer access to Ancestry away from the library. Beginning January 1<sup>st</sup>, in-library use only will resume.
- During heavy rain at the end of October many leaks in the Miller Building in addition to the Carnegie/Archives area were discovered. These were addressed with a temporary fix and, in the future will be addressed by a roofing company.

**8. OLD BUSINESS: None**

**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**

Motion made by Member McCabe

Second Clerk Bowen

Ayes 5 Noes 0

Yes Caitlin O'Halloran

Yes Melissa Maseda

Yes Lloyd McCabe

Yes David Bowen

Yes Jewel Fink

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

1. President: Melissa Maseda

Motion made by Member McCabe

Second President Fink

Ayes 5 Noes 0

Yes Caitlin O'Halloran

Yes Melissa Maseda

Yes Lloyd McCabe

Yes David Bowen

Yes Jewel Fink

Vice-President: David Bowen

Motion made by Member McCabe

Second President Fink

Ayes 5 Noes 0

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

Clerk : Lloyd McCabe  
Motion made by Member O'Halloran  
Second President Fink  
Ayes 5 Noes 0

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

2. Appoint the Solano County Director of Library Services as secretary to the Board  
Motion made by Vice President Maseda  
Second Clerk Bowen  
Ayes 5 Noes 0

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

**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 Member O'Halloran  
Second Member McCabe  
Ayes 5 Noes 0

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

**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).

The Board approve the recommended Library Board meeting dates for 2022, as presented.

Motion made by Clerk Bowen  
Second Member O'Halloran  
Ayes 5 Noes 0

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

#### 10. ANNOUNCEMENTS/MEMBER REPORTS

Ms. Fink reported Jake Ritschel, Teacher on Special Assignment, Dixon Unified School District (DUSD), is working with the library on the student access card program and he distributed bookmarks at Main Prairie High School and talked to teachers about the library. Mr. Ritschel will be distributing the bookmarks to all DUSD schools. Member McCabe suggested the Board receive a presentation about the Dixon Library at a future DUSD board meeting.

#### 11. ADJOURNMENT

Motion made by Member O'Halloran  
Second Clerk Bowen  
Ayes 5 Noes 0  
Time: 6:05 p.m.

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Suzanne Olawski, Director of Library Services

Date

**PERSONNEL**

Three (3) new staff people joined Dixon Library in 2021 and the library currently is fully staffed.

**OPERATIONS**Modified Operations due to COVID-19 Pandemic

- January: The Regional Stay Home Order lifted and in-person appointments resumed
- February: The Library stopped quarantining materials
- May: The Friends of the Library resumed operations; appointments were no longer required; all computers were brought back online and made available; resumed in-person programming by offering outdoor storytimes and programs; branch was prepared to serve as a cooling center during heat related events
- July: Discontinued appointment-based curbside service due to 94% decrease in appointments; curbside still available by contacting the branch
- September: Library restored hours, including evening and Saturdays: Dixon: M&W: 9-6, T&TH: 9-8, F&S: 9-5
- November: Resumed indoor programs w/precautions

Audit

The Dixon Library District completed an audit of its financial statements for FY18/19 and FY 17/18 and received an *unmodified opinion* by an independent auditor from the Solano County Office of the Auditor-Controller Office. An *unmodified opinion* implies that the auditor was satisfied with the financial statements audited, they met regulatory requirements, and they were prepared in accordance with accounting principles and standards; it's a positive outcome. A statement of results was provided to the Board.

Projects

- Completed 2021 Facilities Master Plan: renovation and expansion recommended for Dixon Library
- Completed new Branding Program/Standards and incorporated Dixon Library as part of Solano County Library branding

Facilities

- Pereira House Demo project: Investigated demolition permit requirements, obtained environmental report for asbestos and lead tests, gathered abatement/demo construction quotes
- Surplus items: All items stored in Pereira House (old bookcases, chairs, tables, security gates, etc.) were picked up by County Surplus; the freezer/fridge unit is left on site as it's hardwired into the electrical of the building.
- Roof & Gutter repair: Scheduled to replace rusted gutters at the main and Carnegie libraries and install new down pipes on the Miller Building; water testing is being scheduled on Miller Building roof to determine extent of repairs
- Replaced old public copiers and printer devices with a multi-function machine capable of producing color copies, printing, and scanning functions. The payment device now accepts credit cards, Apple pay and Android pay along with coins and bills
- Passed the 2021 Fire inspection and installed battery backup power supply for Exit signs and repaired emergency lights in the Carnegie wing



### Marketing/Awareness

Dixon Library is promoted through Solano County Library's social media platforms: Facebook (8,384 followers), Instagram (2,615 followers), Twitter (2,879 followers), TikTok (5,960 followers)

### **TECHNOLOGY**

- Deployed new staff computers and monitors to Dixon Library
- Completed conversion of Dixon's collection to Radio Frequency Identification (RFID) to increase speed and accuracy of staff and user transactions
- Launched a mobile optimized website and transitioned over Dixon Library content
- Added Dixon Library to the County's phone system making communication between the libraries easier
- Installed new wireless access points in preparation for the launch of a more robust wifi experience
- Added additional mobile (WiFi) hotspots for circulation
- Dixon staff participated in review of ILS (Library's *customer database and online public catalog*) products as part of RFP process

### COLLECTIONS, RESOURCES & ACCESS

#### FY20/21 Statistics

CIRCULATION	REFERENCE	REGISTRATION	GATE COUNT	CURBSIDE
31,348	1,853	273	7,904	1,535

#### Resources

- **NEW ArtistWorks**: a music instruction library (digital resource) for all levels of players; access to hundreds of hours of high-quality video instruction, studio quality play-along tracks, and downloadable written materials, tablature and sheet music. To access, users just need to log into the Libby app and go to the Extras section to select "ArtistWorks."
- **NEW ProQuest Historical Newspapers<sup>TM</sup> Black Newspapers** database of historical Black newspapers. The resource includes articles, obituaries, photos and editorials that examines both major movements like the Harlem Renaissance and the fight for Civil Rights and everyday life.
- **NEW Freegal Music**, which is an ad-free 24/7 streaming music service, offering over 16 million songs, millions of albums, hundreds of curated playlists and the ability to create your own playlists. Users may stream through their browser or download the free app to their mobile device.
- **Tutor.com**  
FY2021 total: 914 Dixon sessions (FY2022 Jul-Nov: 314 sessions)

#### Collections

- Implemented floating collections with the other Solano County Library branches. Floating collections mean that items remain where they are returned by users. Over time, floating collections create a borrowing experience attuned to the community because it is users who have shaped what is available. Dixon staff weeded their collection and did a significant amount of work changing call numbers and updating location codes
- At the suggestion of a Dixon staff member, offered "binge boxes" –staff curated movie boxes to offer the binge-watching experience for those without streaming services
- Enhanced the children's collection by increasing graphic novels and refreshing popular titles and series
- Added ukuleles to Dixon Library's circulating collection, and Dixon users now have access to violins, acoustic guitar, electric guitar, and drums as well as video games and board games

## Access

- Completed and implemented Student Access Cards for all Dixon Unified School District students (est. 3,000)

## **PROGRAMS**

**Annual Reading Program: Try 12: Yearlong Reading Program:** The Challenge asks teens and adults to read a book in twelve categories that tie in with monthly cultural celebrations.

**Outdoor Storytimes:** The Library resumed its popular children’s storytimes, offering them in an outdoor setting.

**2021 Summer Reading Challenge (June 1-July 31):** This program is for all ages. Readers read for 15 hours or 15 books to receive a book prize (enamel pin for adults). Pre-readers complete fun activities with their grown-ups for their book prize.

	Sign-ups	Finishers	% Complete	Minutes Read	Books Read	Pre-Readers	School- Age	Teen	Adult
<b>DIX</b>	497	159	32%	38,343	1,395	98	268	60	71

**Lunch in the Library:** In partnership with the California Library Association and CA Summer Meal Coalition. Dixon Library staff provided outreach to host sites during June and July. The Library partnered with First 5 to hand out book bundles in addition to the free meals.

**Library Card Design Contest (July 1- July 31):** Library card holders were invited to submit artwork for Solano County Library’s library card design contest. Winning designs, chosen from three age-levels, will be made into limited edition library cards. Winners will be selected based on creativity and how their artwork ties in with the Library’s new message: *Go Anywhere From Here*.

**Homecoming / Library Card Sign Up Month:** Throughout September, the Library welcomed back the public with events to celebrate Library Card Sign Up Month. Winning designs of the library card design contest were made available as limited-edition library cards and the Library’s new library cards designed were premiered. Dixon Library issued 110 cards in September.

**Financially Savvy Superheroes: Fall Reading Challenge:** Partnered with Travis Credit Union to offer a financial literacy reading program for grades Kindergarten through 6<sup>th</sup>. Kids read either ten (10) books or for three (3) hours books that help them learn about money. Participants can scan a QR code or speak with library staff for reading suggestions. Travis Credit Union Foundation provided incentives.

**Native American Heritage Month:** Partnered with the Yocha Dehe Wintun Nation to celebrate Native American Heritage Month. The Yocha Dehe Wintun Nation has donated craft kits for families, which included traditional Patwin games and history/information about the Patwin people.

**Discover & Go Food Bank:** Partnered with the Food Bank of Contra Costa and Solano through December. For every donation of nonperishable food items library users bring to a participating branch, they can enter to win prizes donated by [Discover & Go](#)’s popular Bay Area attractions. [Discover & Go](#) is a program that offers free and low-cost passes for museums, science centers, zoos, theatres, and other cultural destinations.

**100 Years of Newberry:** For 100 years, the Newbery Medal has been awarded to an author for contributions to American literature for children. Kids were able to imagine they are on the Newberry Committee and visit their local library branch to cast their vote for their favorite book this year. They also participated through the Library’s social media platforms.

## **OUTREACH**

Dixon Library staff conducted outreach and provided storytimes to local transitional kindergarten classes; Dixon Family Services to promote and share reliable COVID-19 resources; Solano LifeHouse to distribute valentines for seniors created by Dixon Library customers; Catalyst Kids at the Dixon Migrant Center in partnership with First 5 and SCOE (Solano County Office of Education) to distribute library information, books and backpacks; Dixon Women’s Improvement Cub and various City events such as the Trick or Treat Stroll and Tree Lighting.

## **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	\$325
Partners/Senior Counsel	\$300
Senior Associates	\$280
Associates	\$275
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)	\$4,000

A two-hour training	\$3,000
A one-hour training	\$2,000

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.

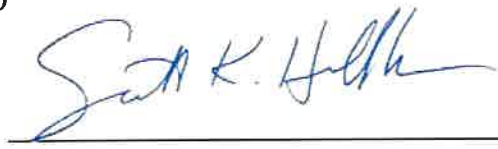
**V. DURATION**

This Agreement shall commence July 1, 2021 and terminate on June 30, 2022 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 14, 2021 By: \_\_\_\_\_

"District"

DIXON PUBLIC LIBRARY DISTRICT

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

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