NOTICE THAT ABILITY TO CHANGE AN ELECTION OF OPTION B TO AN ELECTION OF OPTION A SHALL NO LONGER BE AVAILABLE EFFECTIVE MAY 17, 1995, AT 9:00 A.M.

TO: ALL NON-COUNTY POOL PARTICIPANTS WHO HAVE BECOME PARTIES TO THE COMPREHENSIVE SETTLEMENT AGREEMENT.

This notice is being given pursuant to Section 7 of the "Comprehensive Settlement Agreement Re Orange County Investment Pools" ("CSA") entered into by and among the County of Orange, the Orange County Investment Pools, and the "Settling Non-County Pool Participants" (as defined in the CSA; all capitalized terms used herein which are not otherwise defined herein have the meanings set forth in the CSA). Pursuant to clause (ii) of the introductory paragraph of Section 7 of the CSA, notice is hereby given that an election of Option B under the CSA may be changed to an election of Option A under the CSA only until 9:00 a.m. PDT on Wednesday, May 17, 1995. Accordingly, in order for a Settling Non-County Pool Participant to change an election of Option B to an election of Option A, a written change of the election from Option B to an election of Option A conforming to the requirements of Section 7 of the CSA must be **received** by the County from such Settling Non-County Pool Participant at the address indicated in the CSA no later than 9:00 a.m. PDT on Wednesday, May 17, 1995.

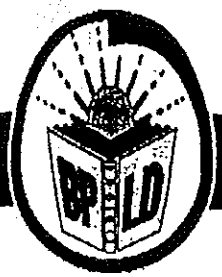
DATED: May 10, 1995

COUNTY OF ORANGE

By: Lee R Bogdanoff

LEE R. BOGDANOFF
STUTMAN, TREISTER & GLATT
PROFESSIONAL CORPORATION
Special Reorganization
Counsel for Debtor

Agenda Item 25
Attachment D



BUENA PARK LIBRARY DISTRICT

May 4, 1995

Honorable Curt Pringle, Assemblyman, 68th District
Honorable John Lewis, Senator, 33rd District
California Legislature
State Capitol
Sacramento, CA 95814

Dear Curt and John:

The Buena Park Library District, in its meeting of May 3, 1995, considered your request that we forgive the County of Orange for the 11% loss to our District represented by the unsecured notes.

We are pleased that Orange County is represented by two leaders who have the courage to seek novel solutions to the financial crisis we face. After considerable deliberation of your proposal, however, we find that we cannot in good conscience approve it in its present form.

The people of Buena Park have already given the County significant relief. In accepting Option A for settlement, we forswore litigation against the County. We did this even though many public officials believe strongly that the County used agencies' financial desperation to force them into settlement terms which prevent the County from being held accountable for its actions and omissions.

We note also that the people of Buena Park paid in advance - through their taxes - for materials and services which they had every right to expect delivered. Instead, because of the County's actions, the people we represent have suffered through month after month with curtailed services and without new materials. Wiping out the County's remaining obligation to our patrons would force them to endure more of the same.

On April 27 - the day after your letter arrived - the Los Angeles Times reported that the County is considering instituting new charges to agencies for services. In effect, the agencies whose funds were squandered by the County may now be required to cough up more money to make the County whole. As I have written to you previously, this concept is tantamount to allowing a robber to revisit the victim for his legal fees.

While it did not enter into our decision on your proposal, we cannot help but recall the past consideration given to our needs by the County. During the 1980s, when our District and many others faced financial difficulties, the Board of Supervisors progressively cut off the life support system represented by the special district augmentation funds which they

7150 LA PALMA AVENUE • P.O. BOX 6270 • BUENA PARK, CALIFORNIA 90622-6270 • (714) 826-4100

controlled. The end result was that we were effectively frozen out of this important funding, while the County created mechanisms to redirect the funds to its own use.

Finally, we ask you to recall that the loss from the County comes on the heels of two terrible years in which the Legislature redirected 8% and 4.8%, respectively, of Buena Park Library District funds to help the State meet its obligation for school finance. Were these funds to be restored to us, the idea of forgiving the County's obligation would be far more palatable.

Until an alternative approach of some sort is on the table, we cannot ask that the children, adult learners and seniors who depend on the Buena Park Library for their reading and instructional materials bear the burden of bailing out the County of Orange.

The office held by each of us on the library board is called "Trustee". Because we accept the responsibilities that term connotes in all of its senses, we cannot consider any plan which would continue to deprive library patrons of the resources they have already paid for, unless a direct, material benefit is received in return.

We encourage you to continue your search for creative solutions, and wish you both the best in your efforts.

Sincerely,

Bob Niccum
President

Patricia Ganer
Secretary

Lucinda Alibrandi
Trustee

Agenda Item 25
Attachment E

The People are the City

Mayor
MICHAEL L. MAERTZWEILER

City Administrator
ROBERT D'AMATO

Councilmembers
CAROL DOWNEY
NORMAN Z. ECKENRODE
MICHAEL L. MAERTZWEILER
MARIA MORENO
JOHN O. TYNES

401 East Chapman Avenue - Placentia, California 92670

April 28, 1995

Assemblyman Curt Pringle
4208 Capitol Building
Sacramento, CA 95814

Dear Assemblyman Pringle:

In reply to your April 25, 1995 letter regarding tough decisions required by elected officials as a result of the Orange County bankruptcy, I would like to share some thoughts from a city's perspective.

With regard to the final 11% in unsecured notes to be paid at a later date, your suggestion that City Councils forgive this amount is preposterous. This act would have a major impact on all pool participants. The loss of interest on the invested funds, as well as lost income from the remaining unpaid balance of 23%, has and will continue to have a major impact. The "forgiveness" as requested in your letter would provide relief to the County of Orange in not having to fund the almost one-half billion dollars to repay the cities. This non payment to our City would require a severe cutback in our level of police/fire protection, recreation programs and public works projects such as street repair. This loss, coupled with the State of California raid on city funds during the last four years, has and will continue to impact our City. During the last four years, the State has withheld $2,639,628 of the City's property tax that was shifted to the State to fund education. Where was the voice of our representatives during this raid on city funds and the difficult times experienced by cities in attempting to balance their budgets?

Perhaps another solution to the problem rather than asking cities to forego payment of the remaining 11%, would be for the State to forego payment of the monies which have been shifted from cities during the past four years. I am sure you would find this solution difficult or impossible with the loss of that much revenue. Yet,
you suggest that cities take this type of loss and still be required to provide services to their residents.

Assemblyman Pringle, we have not heard from you in the past regarding the diversion of city funding. I am now asking you to take a bold step -- I would ask that you propose to the State Legislature that monies previously diverted from cities be reinstated to "help the taxpayers" and eliminate the need to increase taxes through the proposed one-half cent sales tax increase. I am certain by taking this action, you will help the cities of Orange County and help to stimulate our economic recovery.

Our City stands ready and willing to help in any way we can to provide a solution to the bankruptcy problem and to continue to provide the needed services to our community.

Sincerely,

Robert D'Amato
City Administrator

RD:ac

Agenda Item 25
Attachment F

BUENA PARK LIBRARY DISTRICT
7150 La Palma Avenue
Buena Park, CA 90620
(714) 826-4100

PLACENTIA LIBRARY DISTRICT
411 East Chapman Avenue
Placentia, CA 92670
(714) 528-1906

May 9, 1995

Honorable Curt Pringle, Assemblyman, 68th District
Honorable John Lewis, Senator, 33rd District
California Legislature
State Capitol
Sacramento, CA 95814

Dear Curt and John:

The Buena Park and Placentia Library Districts have considered your request that we forgive the County of Orange for the 11% loss to our Districts represented by the unsecured notes.

We are pleased that Orange County is represented by two leaders who have the courage to seek novel solutions to the financial crisis we face. After considerable deliberation of your proposal, however, we find that we cannot in good conscience approve it in its present form.

The people of Buena Park and Placentia have already given the County significant relief. In accepting Option A for settlement, we forswore litigation against the County. We did this even though many public officials believe strongly that the County used agencies' financial desperation to force them into settlement terms which prevent the County from being held accountable for its actions and omissions.

We note also that the people of our Library Districts paid in advance - through their taxes - for materials and services which they had every right to expect delivered. Instead, because of the County's actions, the people we represent have suffered through month after month with curtailed services and without new materials. Wiping out the County's remaining obligation to our patrons would force them to endure more of the same.

On April 27 - the day after your letter arrived - the Los Angeles Times reported that the County is considering instituting new charges to agencies for services. In effect, the agencies whose funds were squandered by the County may now be required to cough up more money to make the County whole. As we have written to you previously, this concept is tantamount to allowing a robber to revisit the victim for his legal fees.

While it did not enter into our decision on your proposal, we cannot help but recall the past consideration given to our needs by the County. During the 1980s, when our Districts and many others faced financial difficulties, the Board of Supervisors progressively cut off the life support system represented by the special district augmentation funds which they controlled. The end result was that we were effectively frozen out of this important funding, while the County created mechanisms to redirect the funds to its own use.

Finally, we ask you to recall that the loss from the County comes on the heels of two terrible years in which the Legislature redirected Districts' funds to help the State meet its obligation for school finance. Were these funds to be restored to us, the idea of forgiving the County's obligation would be far more palatable.

Until an alternative approach of some sort is on the table, we cannot ask that the children, adult learners and seniors who depend on our Libraries for their reading and instructional materials bear the burden of bailing out the County of Orange.

The office held by each of us on the library board is called "Trustee". Because we accept the responsibilities that term connotes in all of its senses, we cannot consider any plan which would continue to deprive library patrons of the resources they have already paid for, unless a direct, material benefit is received in return.

We encourage you to continue your search for creative solutions, and wish you both the best in your efforts.

Sincerely,

Bob Niccum
Bob Niccum, President
Buena Park Library District

Patricia M Ganer
Patricia Ganer, Secretary
Buena Park Library District

Lucinda Allibrandi
Lucinda Allibrandi, Trustee
Buena Park Library District

Margaret Dinsmore
Margaret Dinsmore, President
Placentia Library District

Saundra Stark
Saundra Stark, Secretary
Placentia Library District

Ray Evans
Ray Evans
Placentia Library District

Robin J. Masters
Robin Masters
Placentia Library District

Al Shkoler
Al Shkoler
Placentia Library District

PLACENTIA LIBRARY DISTRICT

411 East Chapman Avenue • Placentia, California 92670 • (714) 528-1906

May 16, 1995

The Honorable John R. Lewis
3063 Capitol Building
Sacramento, CA 95814

Dear Senator Lewis:

At its Regular Meeting on May 15, 1995, the Board of Directors of Placentia Library District reviewed and discussed your letter of April 25, 1995, regarding tough decisions required by elected officials as a result of the Orange County bankruptcy.

While the District's trustees have responded to your request on an individual basis through the joint letter with the Buena Park Library District Board of Trustees dated May 9, 1995, they also conducted a public review and discussion of the proposal at their meeting last night.

While the Board expressed encouragement that you and Assemblyman Pringle have been willing to participate in the development of solutions to the Orange County bankruptcy problem, it believes that the settlement negotiated for the Orange County Investment Pool participants with the County of Orange is fair and equitable for all concerned. It already provides for an extended and substantially uncertain payback period for 20% of the District's accounts in the Orange County Investment Pool.

Placentia Library District has just suffered through three years of significant cutbacks in public library services: two caused by property tax shifts enacted by the California Legislature, and one caused by the five month captivity of the District's funds in the Orange County Investment Pool. Hours of public service have been reduced from 64 per seven-day week to 44 per six-day week as a result of the reduction in staff. During the same three year period funds available for the purchase of books, magazines and other library materials were reduced from an average of $150,000 per year to $30,000 and $75,000 per year. It would not be in the best interest of the public library users of Placentia Library District for the Library Board to give away 11% of its current operating budget and reserve funds.

The Board encourages you to continue your participation in the process of developing an effective resolution to the Orange County bankruptcy crisis. Together we can develop solutions that will enable all of the agencies to fully recover, including the County of Orange.

Sincerely,

Elizabeth D. Minter
Library Director

PLACENTIA LIBRARY DISTRICT

411 East Chapman Avenue • Placentia, California 92670 • (714) 528-1906

May 16, 1995

The Honorable Curt Pringle
2114 Capitol Building
Sacramento, CA 95814

Dear Assemblyman Pringle:

At its Regular Meeting on May 15, 1995, the Board of Directors of Placentia Library District reviewed and discussed your letter of April 25, 1995, regarding tough decisions required by elected officials as a result of the Orange County bankruptcy.

While the District's trustees have responded to your request on an individual basis through the joint letter with the Buena Park Library District Board of Trustees dated May 9, 1995, they also conducted a public review and discussion of the proposal at their meeting last night.

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The Board encourages you to continue your participation in the process of developing an effective resolution to the Orange County bankruptcy crisis. Together we can develop solutions that will enable all of the agencies to fully recover, including the County of Orange.

Sincerely,

Elizabeth D. Minter
Library Director

PILLSBURY MADISON & SUTRO
PATRICK C. SHEA #069391
SUE J. HODGES #137808
LORI PARTRICK #90797
101 W. Broadway, Suite 1800
San Diego, CA 92101
Telephone: (619) 234-5000

Attorneys for Official Investment Pool Participants' Committee

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

In re COUNTY OF ORANGE, a political subdivision of the State of California, ORANGE COUNTY INVESTMENT POOLS, an instrumentality of the County of Orange, Debtors.	Case No. SA 94-22272-JR (Administratively Consolidated with Case No. SA 94-22273-JR) Chapter 9 NOTICE TO POOL PARTICIPANTS OF AMOUNTS REQUESTED FOR SERVICES RENDERED AND COSTS INCURRED BY INVESTMENT COMMITTEE AND SUBCOMMITTEE PROFESSIONALS THROUGH MARCH 31, 1995

TO: ALL POOL PARTICIPANTS AND PARTIES IN INTEREST IN THE ABOVE-ENTITLED CASE

NOTICE IS HEREBY GIVEN that pursuant to the Order Approving Compensation Agreement for Professionals Retained by the Official Pool Participants' Committee (the "Compensation Order"), the following firms (collectively, the "Investment Committee Professionals") have submitted requests for professional fees and costs payable by all Pool Participants:

Pillsbury Madison & Sutro (Committee Counsel)	Fees:	$644,833.00
	Costs:	$101,761.05
Price Waterhouse (Committee Accountants)	Fees:	$955,339.50
	Costs:	$ 34,257.75
Saybrook Capital (Committee Investment Advisors)	Fees:	$228,672.00
	Costs:	$ 2,585.00
Sheppard, Mullin, Richter & Hampton (Special Counsel to Committee re Settlement Agreement)	Fees:	$ 57,310.00
	Costs:	$ 7,131.88
(Co-Special Counsel to Litigation Subcommittee)	Fees:	$ 17,270.00
	Costs:	$ 313.60
Bronson Bronson & McKinnon (Co-Special Counsel to Litigation Subcommittee)	Fees:	$ 36,151.75
	Costs:	$ 402.00

NOTICE IS ALSO HEREBY GIVEN that Sheppard, Mullin, Richter & Hampton has submitted requests for professional fees and costs incurred on behalf of the Schools Subcommittee, and payable by the schools and related entities only (and not by all other Pool Participants) in the amounts set forth below:

Sheppard, Mullin, Richter & Hampton (Schools Subcommittee)	Fees:	$645,884.50
	Costs:	$ 19,133.61

Computer disc(s) reflecting the summary statements and costs schedules for the above Investment Committee Professionals will be provided by overnight delivery to any party submitting a written request directed to the attention of the undersigned counsel for the Official Investment Pool Participants Committee.

If you object to the payment of the fees and costs set forth above, you must file and serve written objections on the undersigned counsel for the Official Investment Pool Participants Committee within ten (10) days of the mailing of this notice. If objections are filed and served within the ten day notice period, the objectionable portions of the requests for compensation for the period ending March 31, 1995 will be heard at a hearing noticed to all Pool Participants. The Investment Committee Professionals will receive the requested costs and 80% of the non-objectionable amounts requested for fees pending Court

approval of the balance of such fees at the quarterly Court review hearing which is presently scheduled for June 22, 1995.

Dated: May 11, 1995

PILLSBURY MADISON & SUTRO
PATRICK C. SHEA
SUE J. HODGES
LORI PARTRICK
101 W. Broadway, Suite 1800
San Diego, CA 92101

By Sue J. Hodges
Sue J. Hodges
Attorneys for Official Investment Pool Participants' Committee

20746716 05/10/95

Agenda Item 25
Attachment G

A SB 10 b

AUTHOR: Killea
TITLE: Local government finance
INTRODUCED: 03/06/95
LAST AMEND: 05/11/95
LOCATION: To enrollment

SUMMARY:
Authorizes the Governor, upon finding that serious difficulties in Orange county governmental finance jeopardize the health, safety, or well-being of county residents, to establish the County Assistance Authority with a specified membership; provides that the authority would assume all the legal rights, duties, and powers of the County of Orange and would be require to appoint an administrator to act on its behalf in exercising this authority; makes related provisions.

STATUS:

05/11/95	In ASSEMBLY. Rules suspended. Read third time and amended. To third reading.
05/11/95	In ASSEMBLY. Read third time, urgency clause adopted. Passed ASSEMBLY. *****To SENATE.
05/11/95	In SENATE. SENATE concurred in ASSEMBLY amendments To enrollment.

END OF REPORT

Post-it® Fax Note 7671	Date 5/15 # of pages ▶ 8
To Elizabeth Mostow	From Elen
Co./Dept.	Co.
Phone #	Phone #
Fax # 714/528-8236	Fax #

alifornia 1995-96 Second Extraordinary Session
1995 CA SB 10 b
Enrolled

Killea

PASSED THE SENATE MAY 11, 1995
PASSED THE ASSEMBLY MAY 11, 1995
AMENDED IN ASSEMBLY MAY 11, 1995
AMENDED IN SENATE MAY 1, 1995
AMENDED IN SENATE APRIL 24, 1995
AMENDED IN SENATE APRIL 4, 1995
AMENDED IN SENATE MARCH 21, 1995
AMENDED IN SENATE MARCH 13, 1995

SENATE BILL No. 10

Passed the Assembly

_____
Chief Clerk of the Assembly

'assed the Senate

_____
Secretary of the Senate

This bill was received by the Governor this _____ day of _____, 1995, at _____ o'clock _____M.

_____
Private Secretary of the Governor

CHAPTER _____

An act to add Chapter 10 (commencing with Section 30400) to Division 3 of Title 3 of the Government Code, relating to local governmental finance.

LEGISLATIVE COUNSEL'S DIGEST

SB 10, Killea. Local governmental finance.

(1) Existing law requires the board of supervisors to supervise the official conduct of all county officers and officers of all districts ınd other subdivisions of the county, including the functions and duties .of county officers that relate to the assessing, collecting, safekeeping, management, or disbursement of public funds.

This bill would authorize the Governor, upon finding that serious

difficulties in Orange County governmental finance jeopardize the health, safety, or well-being of county residents, to establish the County Assistance Authority with a specified membership. The authority would supervise all matters relating to the budget and fiscal affairs of the County of Orange and would be required to appoint an administrator to act on its behalf in exercising this authority. The bill would provide that the salary and expenses of the administrator and staff employed by the authority to assist the administrator, would be paid by the county, thus imposing a state-mandated local program. The bill would also specify that county employees may be directed to assist the administrator, thus imposing a state-mandated local program. The administrator would be required to prepare or obtain a management review and financial recovery plan, as specified, for the county.

The bill would authorize the authority to order the county to move to dismiss any pending petitions that have been filed in federal bankruptcy court or may submit a plan to the court for the adjustment of the county's debts.

The bill would authorize the authority to issue specified forms of debt on behalf of the county. The bill would, if a local transaction and use tax is defeated, authorize the authority to redirect specified property tax revenue for up to 20 years at certain maximum amounts, in order to pay the principal and interest on debt issued by the county or the authority. The county administrative costs generated by this redirection would impose a state-mandated local program. The bill would also authorize the authority to provide in the resolution authorizing the issuance for the pledge of any taxes, income, revenue, cash receipts, rents, or other moneys of the county to the extent that those resources could have been used to pay principal or interest on the issuance.

(2) This bill would make a finding and declaration that a general statute, within the meaning of Section 16 or Article IV of the California Constitution, cannot be made applicable and that a special statute is necessary.

(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement, including the creation of a State Mandates Claims Fund to pay the costs of mandates that do not exceed $1,000,000 statewide and other procedures for claims whose statewide costs exceed $1,000,000.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Chapter 10 (commencing with Section 30400) is added to Division 3 of Title 3 of the Government Code, to read:

CHAPTER 10. COUNTY ASSISTANCE AUTHORITY

30400. For purposes of this chapter, the following words have the

following meanings:

(a) "Administrator" means the person appointed by the authority pursuant to Section 30402.

(b) "Authority" means the County Assistance Authority.

(c) "County" means the County of Orange.

30401. Upon finding that serious difficulties in county governmental finance jeopardize the health, safety, or well-being of county residents, the Governor may, by executive order, establish the County Assistance Authority consisting of the following members:

(a) The Controller.

(b) The Treasurer.

(c) The Director of Finance.

30402. (a) The authority shall supervise all matters relating to the budget and fiscal affairs of county government, including, but not limited to, the offices of auditor-controller, county administrator, and treasurer-tax collector. The authority shall appoint an administrator to act on its behalf exercising the authority described in this subdivision and may, on a short-term basis, employ any staff necessary to assist the administrator, as follows:

(1) The state-appointed administrator shall serve under the direction and supervision of the authority until terminated by the authority at its discretion.

(2) The state-appointed administrator shall have recognized expertise in management and finance.

(3) To facilitate the appointment of the administrator and the employment of any necessary staff, for the purposes of this section, the authority is exempt from the requirements of Article 6 (commencing with Section 999) of Chapter 6 of Division 4 of the Military and Veterans Code and Part 2 (commencing with Section 10100) of the Public Contracts Code.

(4) Notwithstanding any provisions of law, the authority may appoint employees of the state to assist the administrator for up to the duration of the administratorship. The salary and benefits of the employees shall be established by the authority and paid by the county. During the time of the appointment, the employees shall be deemed as employees of the county but shall remain in the same retirement system under the same plan as if the employee had remained an employee of the state. Upon the expiration or termination of the appointment, the employee shall have the right to return to his or her former position, or to a position at substantially the same level as that position, with the state. The time served in the appointment shall be counted for all purposes as if the employee had served that time in his or her former position with the state. In addition, the salary and expenses of the administrator and staff employed by the authority to assist the

administrator shall be paid by the county. County employees may also be directed to assist the administrator.

(b) For the period of time during which the authority exercises the authority described in subdivision (a), the board of supervisors shall serve as an advisory body reporting to the state-appointed administrator.

(c) The state-appointed administrator, under this section, shall continue until all of the following occur:

(1) The authority has approved all of the recovery plans referred to in subdivision (a) of Section 30403.

(2) The state-appointed administrator certifies that all necessary collective bargaining agreements have been negotiated and ratified, and that the agreements are consistent with the terms of the recovery plans.

(3) The county has completed all reports required by the authority.

(4) The authority determines that future compliance by the county with the recovery plans approved pursuant to paragraph (1) is probable.

(d) When the conditions stated in subdivision (c) have been met, the board of supervisors shall regain all of its legal rights, duties, and powers, except for the powers held by the authority provided for pursuant to subdivision (e).

(e) Notwithstanding subdivision (d), if the county violates any provision of the recovery plans approved by the authority pursuant to this chapter, the authority may reassume either directly or through an administrator appointed in accordance with this section, all of the legal rights, duties, and powers of the board of supervisors. The authority shall return to the board of supervisors all of its legal rights, duties, and powers reassumed under this subdivision when the authority determines that future compliance with the approved recovery plans is probable, or after a period of two years, whichever occurs later.

(f) It is the intent of the Legislature that the legislative budget subcommittees annually conduct a review that includes an evaluation of the financial condition of the county, the impact of the recovery plans upon county residents, and the efforts made by the state-appointed administrator to obtain input from the community and the board of supervisors.

30403. (a) In accordance with timelines, instructions, and a format established by the authority, the state-appointed administrator shall prepare or obtain the following reports and plans:

(1) A management review and recovery plan.

(2) A financial recovery plan.

(3) During the period of service by the state-appointed administrator, an annual report on the financial condition of the

county, including, but not necessarily limited to, all of the following information:

(A) Specific actions taken to reduce county expenditures or increase income to the county, and the amount of the resulting cost savings and increases in income.

(B) A copy of the adopted county budget for the current fiscal year.

(C) The amount of the county budgetary reserve.

(D) The status of employee contracts.

(E) Any obstacles to the implementation of the recovery plans described in paragraphs (1) and (2).

(b) Each of the reports or plans required under this section shall be submitted to the authority for approval.

(c) With the approval of the authority, the state-appointed administrator shall have authority to enter into agreements on behalf of the county and, subject to any contractual obligation of the county, to change any existing county rules, regulations, policies, or practices as necessary for the effective implementation of the recovery plans referred to in subdivision (a).

30404. The authority may order the county to file a motion to dismiss any pending petitions that have been filed, on behalf of the county, under Chapter 9 (commencing with Section 901) of Title 11 of the United States Code. Upon the United States Bankruptcy Court dismissing the petition, the authority shall undertake to adjust, settle, reorganize, and work out any outstanding debts or obligations of the county that were otherwise subject to the jurisdiction of the bankruptcy court. Alternatively, in the name of the county, the authority may, as provided in Section 941 or Section 942 of Chapter 11 of the United States Code, submit a plan for the adjustment of the county's debts, as determined to be appropriate by the authority.

30405. The authority may issue, on behalf of the county, any of the following forms of debt:

(a) Notes, tax anticipation warrants, or other evidences of indebtedness pursuant to Article 7 (commencing with Section 53820) of Chapter 4 of Part 1 of Division 2 of Title 5.

(b) Grant anticipation notes pursuant to Article 7.7 (commencing with Section 53859) of Chapter 4 of Part 1 of Division 2 of Title 5.

(c) Revenue bonds pursuant to Chapter 6 (commencing with Section 54300) of Part 1 of Division 2 of Title 5.

30406. (a) The authority may levy any tax that may be levied by a county. The tax shall be subject to applicable voter approval requirements pursuant to Article XIIIA of the California Constitution or any other voter approval requirement that may be imposed by law.

(b) (1) Notwithstanding Chapter 6 (commencing with Section 95) of Part 0.5 of Division 1 of the Revenue and Taxation Code, for up to 20 years the authority may redirect property tax revenue, as provided in this subdivision, in order to pay the principal and interest on debt issued by the county or the authority as specified in Section 30405. Redirected revenue shall be deposited in a separate fund in the county treasury for this purpose.

(2) Revenue that may be redirected pursuant to this subdivision consists of all property tax revenue collected in the county except for the following:

(A) Property tax revenue that would otherwise be allocated pursuant to the Revenue and Taxation Code for educational purposes.

(B) General obligation bonds or other indebtedness approved by the voters prior to July 1, 1978, and bonded indebtedness approved by two-thirds of the voters after July 1, 1978.

(C) Property tax revenue subject to division and treatment under redevelopment plans pursuant to Article 6 (commencing with Section 33670) of Chapter 6 of Part 1 of Division 24 of the Health and Safety Code.

(3) The amounts of revenue that may be redirected pursuant to this subdivision may not exceed the following:

(A) Four percent in the first year.

(B) Eight percent in the second year.

(C) Twelve percent in the third year.

(D) Sixteen percent in the fourth year, and in every year thereafter, until and including year 20.

(4) The percentages specified in paragraph (3) may be reduced by the authority if it determines that less revenue is necessary to meet debt service requirements. The authority shall end property tax redirection under this subdivision when it determines that the revenue is no longer necessary to pay the principal and interest on debt issued by the authority or the county.

(5) This subdivision shall become operative if the transactions and use tax measure that is scheduled to be voted on in the county, at a countywide election on June 27, 1995, is defeated.

30407. If the authority issues notes, tax anticipation warrants, or any other evidence of indebtedness pursuant to Section 30405, the authority may provide, in the resolution authorizing the issuance, for the pledge of any taxes, income, revenue, cash receipts, rents, or other moneys of the county, including moneys deposited in inactive or term deposit accounts, or rights to receive the same, to the extent that the taxes, income, revenue, cash receipts, rents, or other moneys could have been used to pay principal or interest on the issuance. The priority and perfection of the pledge shall be governed by Chapter 5.5

commencing with Section 5450) of Division 6 of Title 1.

30410. Upon concluding its duties pursuant to this chapter, the ıuthority shall windup its affairs and terminate its existence. In any :vent, the windup and termination shall occur no later than 10 years ıfter the date that this chapter becomes effective.

SEC. 2. The Legislature hereby finds and declares that a general :tatute, within the meaning of Section 16 of Article IV of the :alifornia Constitution, cannot be made applicable due to the unique :iscal problems concerning the County of Orange, and that, therefore, :his special statute is necessary.

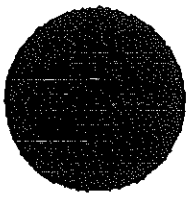
SEC. 3. Notwithstanding Section 17610 of the Government Code, if :he Commission on State Mandates determines that this act contains costs ıandated by the state, reimbursement to local agencies and school ıistricts for those costs shall be made pursuant to Part 7 (commencing 'ith Section 17500) of Division 4 of Title 2 of the Government Code. If :he statewide cost of the claim for reimbursement does not exceed one ıillion dollars ($1,000,000), reimbursement shall be made from the State ıandates Claims Fund.

Notwithstanding Section 17580 of the Government Code, unless ıtherwise specified, the provisions of this act shall become operative ı the same date that the act takes effect pursuant to the California .onstitution.

.pproved _____, 1995

_____
Governor

END OF REPORT



GOVERNOR PETE WILSON

To the Members of the California Senate:

I am returning Senate Bill No. 10XX without my signature.

This bill would enable the Governor to establish a County Assistance Authority for the purposes of supervising all the budgetary and fiscal affairs of Orange County. The Authority would have the power to issue evidences of indebtedness and would be able to levy taxes on behalf of the County.

Further, the Authority would be authorized to redirect property tax revenues from local entities to pay the principal and interest on debt issued by the County or the Authority if the sales tax proposal is defeated on June 27, 1995.

Having the State intervene to this level in the day-to-day management of local government affairs is not warranted at this time. Establishment of an Authority such as the one envisioned in SB 10XX is a very serious measure which should be undertaken only with extreme caution.

In the future, however, if the board of supervisors fails to show the necessary leadership to continue to lead the County through these difficult times, this issue may need to be revisited.

Cordially,

Pete Wilson

PETE WILSON

Post-it® Fax Note 7671	Date 5/16	# of pages ▶ 1
To Elizabeth Montes	From Mike Belote	
Co./Dept.	Co.	
Phone #	Phone #	
Fax # 714/528-8236	Fax #	

STATE CAPITOL • SACRAMENTO, CALIFORNIA 95814 • (916) 445-2841

May 16, 1995

Mike Belote, Esq.
California Advocates
925 "L" Street, Suite 350
Sacramento, CA 92670

FAX 916-441-5859

Dear Mike:

At its Regular Meeting on May 15, 1995, the Board of Directors of Placentia Library District reviewed and discussed SB 10 b (Killea) as amended and passed by the Senate on May 11, 1995. The Board was aware that Governor Wilson had already vetoed this bill at the time of the discussion.

The Board expressed grave concern about the impact of the property tax "redirection" included in section 30406 (b) (3). A summary of the impact of the property tax shifts of 1992-1993 and 1993-1994 as well as the captivity of the District's operating and reserve funds in the Orange County Investment Pool for five months of 1994-1995 is attached.

The Board is concerned that the content of SB 10 b (Killea) will be reintroduced if Measure R, the Orange County ½ cent sales tax measure, is defeated at the special election on June 27, 1995. In his veto message for SB 10 b (Killea) Governor Wilson stated: "...this issue may need to be revisited."

The Library Board would like to have your assistance with having any future version of SB 10 b (Killea) contain an exemption from the "redirection" of property tax for both of the independent special library districts in Orange County, Placentia and Buena Park. If it is possible for the exemption to include the county-dependent Orange County Library District, all the better.

Independent Special Library Districts, and indeed all public libraries in California, are established and governed by the Education Code. A copy of the section establishing independent special district libraries is enclosed.

In 1988 or 1989 there was a widely publicized lawsuit involving the Friends of the Monterey Park Library and the City of Monterey Park, in which the Superior Court ruled, and the Court of Appeals firmly upheld, that, for the governance of public libraries, the Education Code

provisions take precedence over the Government Code provisions because they are more specific.

The Board is willing to take whatever steps you advise to gain this exemption from any future versions of SB 10 b (Killea). This includes traveling to Sacramento if it is necessary.

Hopefully Measure R will pass and our concerns will be moot. However, we feel that we cannot afford to wait until after the election to begin presenting our case for exemption.

Please give me a call if you have any questions about the Board's request or if I may provide you with additional information.

Sincerely,

Elizabeth D. Minter
Library Director

Placentia Library District Statistics, FY 1992-1993 through FY 1994-1995

We've Lost Property Tax Revenue

☺ **1991-92: $1,551,056**

$400,957 was diverted by the Orange County Supervisors to other County-controlled dependent districts, leaving $1,150,099 for the Library.

☹ **1992-93: $1,460,082**

Reduced by State transfer of 10% of the District's property taxes to the Educational Augmentation Fund. Also, $400,957 was diverted by the Orange County Supervisors to other County-controlled dependent districts, leaving $1,059,125 for the Library.

☹ **1993-94: $901,426**

Further reduced as a result of changes in the property tax allocation formula in the California Code. However, the County Supervisors no longer have the authority to divert any independent special district funds to County dependent districts.

☹ **1994-95: $860,750 (Est.)**

Yet further reduced because only 80% of the property taxes have been released by the County Bankruptcy Settlement.

We've Lost Hours of Public Service Per Week

1991-92: open 65.0 hours per week
1992-93: open 56.5 hours per week
1993-94: open 44.0 hours per week
1994-95: open 44.0 hours per week

We've Lost Staff in Full-Time Equivalents

1991-92: 23.50 on staff
1992-93: 21.06 on staff
1993-94: 14.75 on staff
1994-95: 16.10 on staff

We've Lost Book & Library Resources Purchasing Funds

1991-92: $141,853 spent on library resources
1992-93: $156,327 spent on library resources
1993-94: $ 36,892 spent on library resources
1994-95: $ 75,000 (Est.) will be spent on library resources

We've Maintained Circulation Per Hour of Public Service

1991-92: 115 items per hour
1992-93: 114 items per hour
1993-94: 120 items per hour
1994-95: 118 (Est) items per hour

On a Typical Day at Placentia Public Library

979 people visit the Library

815 items are borrowed, 151 items are renewed, & 18 reserves are processed

103 questions are answered at the Reference Desk

52 questions are answered in the Children's Department

79 hours of volunteer services are contributed including 14 hours of literacy tutoring

We've Answered Reference Questions for Adults & Children

1991-92: 54,951
1992-93: 26,689
1993-94: 36,561
1994-95: 51,706 (Est.)

Placentia Library District Statistics, FY 1992-1993 through FY 1994-1995

We've Provided Children's Services from 1991 through 1995

397 school classes with 9,918 children visited the Library

8,187 pre-school children attended 417 story hours

1,329 children ages 7 - 12 attended 81 after school programs

5,004 children participated in the Summer Reading Program

601 children and parents attended the annual "Camp Library" overnight program

We've Provided Adult Literacy Services from 1991 through 1995

16,064 volunteer tutor hours

624 adult literacy students were enrolled

542 tutors actively working with students

20 tutor training classes held

Amount of Contributions through the Friends of the Library Adopt-A-Book Program
(Including Author's Luncheon Proceeds)

1993-94: $ 14,481
1994-95: $ 7,500 (Est.)

Total Circulation

1991-92: 387,269 items
1992-93: 335,011 items
1993-94: 274,265 items
1994-95: 270,000 (Est.) items

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director

DATE: May 15, 1995

SUBJECT: Status Report for Library Services and Construction Act Title II Grant from the State Library of California for the District's Disabled Access Remodeling Project.

BACKGROUND:

In anticipation of the implementation of the Orange County Investment Pool Settlement Agreement and the transfer of funds to the District's accounts on or before May 19, 1995, I have had several discussions with the project's Architect of Record, Allen Hibbs. The May Status Report is Attachment A.

Specifically we have discussed the addition of the loading dock storage area, as discussed at the April 17, 1995, Board Meeting, to the plans. Mr. Hibbs agrees that this is a feasible modification and it will be added to the project.

I have also talked with him about adding a wall to the west side of the photocopy area. This will extend the wall from the typing/computer room to approximately 4 feet before the wall holding the vendacard dispenser. This modification will create a quieter environment in the magazine reading area because the noise from the copiers will be substantially contained in that area. This will allow use of the enclosed area as a reproduction center as well as a printing and typing area.

Several weeks ago the District was notified that Dan L. Rowland and Associates, AIA, Inc. is going out of business. Three of the principals of that firm, including the District's Architect of Record, Allen Hibbs, have formed a new form: Alexander Drake Hibbs, Inc. (Attachment B)

The Library Director is in the process of working with Mr. Hibbs and Richard Hall, the State Library Building Consultant, to ensure a smooth transition of the District's project from Dan L. Rowland and Associates, AIA, Inc. to Alexander Drake Hibbs, Inc. All of the District's contracts and working documents specify that Allen Hibbs is the Architect of Record.

One of the steps necessary is the formal ending of the contract with Dan L. Rowland and Associates, AIA, Inc. and signing a new contract with Alexander Drake Hibbs, Inc. This step will need to be completed before the project is released for bid. The notice of Termination of Contract for Dan L. Rowland and Associates, AIA, Inc. will be provided at the Board Meeting. A copy of the Termination Clause provisions in the current contract is Attachment C. All payments for work completed to date have been made so there should be no complications in ending the contractual relationship with Dan L. Rowland and Associates, AIA, Inc.

Mr. Hibbs anticipates that the specifications will be ready for approval and release by June 1, 1995. Around that date a Special Meeting of the Board will be necessary to formalize the new architectural services contract and to release the bids. The City of Placentia has offered to manage the bid process for the District at no charge.

RECOMMENDATION:

Authorize the Library Director to sign and send the notice of Termination of Contract to Dan L. Rowland and Associates, AIA, Inc.

PLACENTIA LIBRARY DISTRICT

411 East Chapman Avenue • Placentia, California 92670 • (714) 528-1906

May 15, 1995

Dan L. Rowland and Associates, AIA, Inc.
1290 N. Hancock Street, Suite 204
Anaheim, California 92807

RE: Disabled Access Remodeling Main Library

Subject: Termination of Contract

Dear Sirs:

In response to your letter dated April 28, 1995, indicating that your firm is going out of business, the Placentia Library District is hereby providing this written notice to terminate your contract between Placentia Library District and Dan L. Rowland and Associates, AIA, Inc. dated July 13, 1994 for the above stated project. This termination is per Article 8 provisions of our contract.

Please note that Dan L. Rowland and Associates, AIA, Inc. has been paid in full for all services to date and therefore no termination expenses will be forthcoming.

Sincerely,

Elizabeth D. Minter
Library Director

EDM:cd

CATANZARITE LAW CORPORATION
Attorneys & Counselors at Law
2331 West Lincoln Avenue
Anaheim, California 92801
(714) 520-5544
Fax: (714) 520-0680

Ralph Ascher
Certified Tax Law Specialist (CA)

REF: 1003/012/01/10030125.ltr

April 28, 1995

Ms. Elizabeth Minter
PLACENTIA LIBRARY
411 East Chapman Avenue
Placentia, California 92670

RE: Dan L. Rowland and Associates, AIA, Inc.

Dear Ms. Minter:

It is with great remorse that we inform you of the closure of Dan L. Rowland and Associates, AIA, Inc. Dan Rowland faithfully served the architectural community for 40 years, serving primarily in greater Los Angeles and Orange County areas.

Dan Rowland wishes to express his gratitude for the business you have provided to him through the years and your continuing faith as exhibited by the current projects with Dan L. Rowland and Associates, AIA, Inc. At this time, you should take steps to secure alternative sourcing for your architectural needs. Again, your business and continued confidence in the firm is greatly appreciated by the principals, who wish you good luck and success in your future endeavors.

If you have any questions, please don't hesitate to call.

Very truly yours,

CATANZARITE LAW CORPORATION

Ralph Ascher

RA:rlc

inc.
ALEXANDER DRAKE HIBBS INC.
Architecture and Planning

May 11, 1995

Placentia Library District
411 E. Chapman Avenue
Placentia, CA 92670-6198

Attention: Ms. Elizabeth D. Minter, Library Director

Subject: Disabled Access Remodeling Main Library
Status Report

Dear Ms. Minter:

1. Plans and Specifications (Contract Documents) have been reviewed by the Division of the State Architect. Comments are minor in nature and need to be addressed into the Contract Documents.

2. After the appropriate changes are made to the Contract Documents, the project may be put out to bid without further approval from the State.

3. Final Architect review of Contract Documents and incorporation of State comments will take until June 1, 1995, which can run concurrent with re-assignment of architectural agreement to Alexander Drake Hibbs, Inc.

Yours truly,

ALEXANDER DRAKE HIBBS, INC.

Allen L. Hibbs

Allen L. Hibbs, AIA
President

ALH/pd

a:PLDsr1

1200 N. Jefferson St.
Suite A
Anaheim, CA 92807
Tel: (714) 630-3686
Fax: (714) 630-3687

Agenda Item 26
Attachment B

inc.

ALEXANDER DRAKE HIBBS INC.

Architecture and Planning

April 28, 1995

Ms. Elizabeth D. Minter
PLACENTIA LIBRARY DISTRICT
411 East Chapman Avenue
Placentia, California 92806

Dear Ms. Minter:

We are pleased to announce the formation of Alexander Drake Hibbs, Inc., a full service architectural firm with the three principals formerly employed with Dan L. Rowland and Associates, AIA, Inc.

Rolland Alexander, Harry Drake, and Allen Hibbs bring the firm a broad spectrum of expertise including healthcare, governmental and commercial architecture.

We look forward to working with you on new and continuing projects and maintaining our personal working relationships.

Our relocation within Anaheim will take place May 1, 1995.

Yours truly,

ALEXANDER DRAKE HIBBS, INC.

1200 N. Jefferson St.
Suite A
Anaheim, CA 92807
Tel: (714) 630-3686
Fax: (714) 630-3687

Agenda Item 26
ATtachment C

Post-it™ Fax Note 7671	Date 5/11/95	# of pages ▶ 1
To ELIZABETH MINSTER	From ALLEN HIBBS	
Dept. PLD	Co. ADH, INC.	
Phone #	Phone # 714/630-3686	
Fax #	Fax # 630-3687	

I CAN GIVE YOU A DRAFT LETTER

ment to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

I WILL MAKE REFERENCE IN DRAFT DLRA LETTER

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

.1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or

.2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or

.3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

8.7 NOT APPLICABLE BECAUSE DLRA HAS BEEN PAID IN FULL FOR SERVICES TO DATE.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director

DATE: May 15, 1995

SUBJECT: Fiscal Year 1995-1996 Budget

BACKGROUND:

The District's three-year Memorandum of Understanding (MOU) with the Orange County Employees Association will expire on June 30, 1995.

Prior to the beginning of negotiations by the Library Director with the representative(s) of the Orange County Employees Association it is appropriate for the Board to review its position and to make recommendations.

A copy of the current MOU and the Employee Handbook referenced therein is Attachment A.

A copy of the March, 1995, cost of living report is Attachment B.

RECOMMENDATION:

Motion that pursuant to California Government Code Section 54957.6 a closed session be held to discuss collective bargaining issues relating to the renewal of the Memorandum of Understanding. The purpose of this closed session is to review the Board's position and instruct the Library Director prior to her consultation with the designated representative(s) of the Orange County Employees Association.

AR/Rob

Item of report from non profit to 2nd third only could be re-posted.

MEMORANDUM OF UNDERSTANDING
BETWEEN
PLACENTIA LIBRARY DISTRICT
AND
PLACENTIA LIBRARY DISTRICT CHAPTER
OF THE
ORANGE COUNTY EMPLOYEES ASSOCIATION

The wages, hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between the staff officials of the Placentia Library District Chapter of the Orange County Employees Association (hereinafter called "THE ASSOCIATION") and shall apply to all the employees of THE DISTRICT working in the classifications set forth in Appendix "A."

The terms and conditions of employment that are set forth in this Memorandum have been discussed in good faith between the staff officials of THE DISTRICT and THE ASSOCIATION. THE ASSOCIATION agrees to recommend acceptance by its members of all the terms and conditions of employment as set forth herein, and the staff officials of THE DISTRICT agree to recommend to the Placentia Library Board of Trustees that the terms and conditions of employment as set forth herein be implemented by resolution of the Board of Trustees. Upon the adoption of such a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without further action by either party.

ARTICLE I

SALARIES

A. Wages for the various job classes shall be set forth in Appendix "B" attached to this Memorandum, and by this reference made a part hereof, and shall reflect the following wage increases agreed upon for all classifications represented by THE ASSOCIATION.

First Year

Effective July 1, 1992, THE DISTRICT shall grant a four and two-tenths (4.2) percent general salary increase to all the classifications represented by THE ASSOCIATION.

Second Year Effective July 1, 1993

An increase equal to the percent rise (to the nearest tenth (0.1) of one percent in the cost-of-living for the period March 1992 to March 1993 as measured by the Bureau of Labor Statistics Consumer Price Index "All Items" (base 1982-84), for the Los Angeles-Anaheim-Riverside area except, however, that such wage increase shall be not less than three (3) percent, nor more than five (5) percent for all classifications represented by THE ASSOCIATION.

Third Year Effective July 1, 1994

An increase equal to the percent rise (to the nearest tenth (0.1) of one percent in the cost-of-living for the period March 1993 to March 1994 as measured by the Bureau of Labor Statistics Consumer Price Index "All Items" (base 1982-84), for the Los Angeles-Anaheim-Riverside area except, however, that such wage increase shall be not less than three (3) percent, nor more than five (5) percent for all classifications represented by THE ASSOCIATION.

Meet and confer sessions, limited to salary only, can be reopened in the event the percent rise as described above exceeds seven (7) percent or is less than one (1) percent at the end of each year.

B. All employees in job classes listed in Appendix "A" as covered by the terms and conditions receive all of the benefits, including, but not limited to holidays, vacation, sick leave, health and welfare benefits, and grievance procedure that are provided to employees of THE DISTRICT as set forth in resolutions adopted by the Board of Trustees of the Placentia Library District for such purposes. The staff officials of THE DISTRICT will not recommend any revision or modification to such conditions or benefits without first discussing such recommendations with THE ASSOCIATION.

ARTICLE II

RECOGNITION

THE DISTRICT hereby recognizes THE ASSOCIATION as the representative for the Placentia Library District employees as represented within this Memorandum of Understanding to the fullest extent allowable under California law applying to public employees.

As public employees, such employees shall have the right to discuss individual problems of employment with THE DISTRICT, provided that upon request of the employee, THE ASSOCIATION shall be kept fully informed and have the right to be present at all such meetings between THE DISTRICT and the individual.

ARTICLE III

CHECKOFF

THE DISTRICT agrees to check off for the payment of all regular monthly ASSOCIATION dues, and to deduct such payments from the wages of all ASSOCIATION members and employees when authorized to do so by said members and employees, and remit such payments to THE ASSOCIATION in accordance with the terms of signed payroll deduction authorizations.

THE ASSOCIATION shall be privileged to change the amount of monthly dues upon thirty (30) days written notification to THE DISTRICT and all affected employees.

ARTICLE IV

EMPLOYEE RIGHTS

Employees of THE DISTRICT shall have all rights granted to public employees under California law applicable to special districts. Employees of THE DISTRICT shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of THE DISTRICT also have the right to refuse to join or participate in the activities of employee organizations, and shall have the right to represent themselves individually in their employment relations with THE DISTRICT. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by THE DISTRICT, or any employee organization, because of his or her exercise of these rights.

ARTICLE V

MANAGEMENT RIGHTS

THE DISTRICT management retains all inherent rights and responsibilities of management except where specifically limited by this agreement. The rights of THE DISTRICT management include but are not limited to the right to consider the merits, necessity, or organization of any service or activity provided by law; the exclusive right to determine the mission of THE DISTRICT; set standards of service; determine the procedure and standards of selection for employment and promotion; direct the employees; take disciplinary action for just cause; relieve employees from duty because of lack of work, or other legitimate reasons; maintain the efficiency of DISTRICT operations; determine the methods, means, and personnel by which DISTRICT operations are to be conducted; determine the content of job

classifications and exercise control and discretion over its organization and the technology of performing its work.

ARTICLE VI

NON-DISCRIMINATION

THE DISTRICT and THE ASSOCIATION agree that the provisions of the Memorandum of Understanding shall be applied to employees without discrimination by reasons of physical handicap, marital status, or medical condition (as defined under the Fair Employment Practices Act), or race, religion, color, sex, age, national origin of ancestry.

THE ASSOCIATION shall not discriminate in membership or representation on any basis cited above in this article.

ARTICLE VII

ASSOCIATION REPRESENTATION

A duly authorized representative of THE ASSOCIATION shall be permitted reasonable time to enter the Library during working hours in order to transact business in connection with the administration of this agreement.

ARTICLE VIII

MERIT PAY PLAN

The Pay Plan for the Placentia Library District shall be a merit plan consisting of ten (10) salary steps for each classification.

Merit pay increases shall be granted solely upon approval of the Library Director for continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of his or her position.

An employee who demonstrates these abilities in performance of his or her assigned duties shall receive merit pay increases as follows:

A. To the third (3) step of the salary schedule after ompletion of six (6) months of service in the first (1) step.

B. To the fifth (5) step after completion of one (1) year of service in the third (3) step.

C. To the seventh (7) step after completion of one (1) year of service in the fifth (5) step.

D. To the ninth (9) step after completion of one (1) year of service in the seventh (7) step.

E. Meritorious tenth (10) step at the discretion of the Library Director. To be eligible for an additional five (5) percent or tenth (10) step the employee must have been at the top of their classification for four (4) years and have demonstrated to the Library Director's satisfaction four (4) years of growth and progression in their work.

In such cases as may occur wherein an employee demonstrates ability and proficiency greater than that described above, said employee may be given an advancement of three (3) or four (4) salary steps.

In such cases as may occur wherein an employee shall demonstrate ability and proficiency less than that described above, said employee may be given a one (1) step advancement or no merit advancement.

The Library Director shall consult with an employee on his or her job performance when said employee is evaluated for merit advancement. A copy of each performance evaluation shall be made out with the consultation of the employee's immediate supervisor.

ARTICLE IX

FRINGES

AS DEFINED IN EMPLOYEES MANUAL

A. Leave of Absence
B. Educational Benefits
C. Holidays
D. Vacations
E. Medical, Dental, Optical, and Employee Assistance Ins.
F. Retirement/Social Security
G. Overtime
H. Part-Time Employees
I. Rest Periods
J. Unemployment Coverage
K. Travel reimbursement
L. Credit Union

THE DISTRICT and THE ASSOCIATION have agreed to the following:

Continued payment of one-hundred (100) percent of the health insurance premiums will be carried on as in the past as long as these premiums do not exceed an annual increase of twenty (20) percent for the three (3) years of this contract. Premium increases in excess of twenty-five (25) percent for any year

would in turn require negotiation through the representation of OCEA.

The District shall continue to pay one-hundred (100) percent of the health insurance premium for full-time employees. Part-time employees (working twenty (20) hours or more per week) shall receive a pro-rated benefit for health insurance premiums.

ARTICLE X

GRIEVANCE PROCEDURE

A. Employee grievances shall be handled in the following manner:

1. First Step

   An attempt shall be made to adjust all grievances on an informal basis between the employee and/or his or her designated representative and the employee's supervisor within five (5) working days after the occurrence of the incident involved in the grievance. The supervisor shall deliver his or her answer within five (5) working days after submission of the grievance.

2. Second Step

   If the grievance is not satisfactorily adjusted in the First Step, it shall be submitted in writing to the Library Director within five (5) working days after the answer is received by the employee and/or the designated representative. The Library Director shall meet with the employee and/or the designated representative within ten (10) working days after submission of the grievance at the Second Step. The Library Director shall review the grievance and may affirm, reverse, or modify as deemed appropriate, the disposition made at the First Step and shall deliver his or her answer to the employee and/or the designated representative within five (5) working days after said meeting.

3. Third Step

   If the grievance is not satisfactorily adjusted in the Second Step, it shall be submitted to the Board of Trustees for a final and binding decision, or, if the Board of Trustees and the employee and/or the designated representative agree, it shall be submitted to an impartial arbitrator for a final and binding decision. Such submission must occur within thirty (30) days after the Director's answer is received.

If submitted to the Board of Trustees, the Board shall meet with the employee and/or the designated representative at the next regularly scheduled Board Meeting. The Board of Trustees may affirm, reverse, or modify as it deems appropriate, the disposition made at the Second Step. The Board of Trustees shall deliver it's decision to the employee and/or designated representative within five (5) working days after said meeting, and such decision shall be final and binding on both parties.

In order to request arbitration, either party shall serve written notice to the other party specifying the grievance to be submitted. The parties shall thereafter attempt to resolve the issue and select the arbitrator. If such written notification and selection of the artibrator is not completed within thirty (30) days after the Library Director's answer is received by the employee and/or the designated representative, then either party may take action to compel arbitration. Failure to take action to compel arbitration within thirty (30) days will conclusively be deemed abandonment of the right to compel arbitration.

All expenses of the arbitration shall be borne equally by the parties.

The arbitrator's decision shall be final and binding on both parties, it being agreed that the arbitrator shall have no powers to add or subtract from nor to modify any of the terms of any MEMORANDUM OF UNDERSTANDING between the parties and that the arbitrator's award shall be consistent with and controlled by the Personnel Rules, Ordinances and Resolutions of the Placentia Library District, and the Laws and Constitution of the State of California.

B. Any alleged violation of the MEMORANDUM OF UNDERSTANDING, any alleged improver treatment of an employee, or any alleged violation of commonly accepted safety practices and procedures shall be considered a matter subject to review through the grievance procedure.

1. No supervisor shall be represented in grievance matters by an employee whom he may supervise.

C. Any adoption, deletion, or revision of DISTRICT policy as may be suggested or recommended by any employee organization shall not be considered to be a matter subject to review through the grievance procedure.

ARTICLE XII

MISCELLANEOUS

A. If any part of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation, government regulation or order, or degree of court, the invalidation of such part of this Agreement shall not render invalid the remaining parts of this Agreement.

B. This Agreement can be altered or amended only by a written agreement between the parties hereto.

C. During the term of this Agreement, THE ASSOCIATION shall be the sole and exclusive representative of bargaining unit employees, except that during the period between ninety (90) and one-hundred and twenty (120) days before the termination of this Agreement, any other representative may seek the status of the majority representative of bargaining unit employees.

ARTICLE XIII

EXISTING CONDITIONS OF EMPLOYMENT

Except as expressly provided herein, the adoption of this MEMORANDUM OF UNDERSTANDING shall not change existing benefits, and terms and conditions of employment which have been established in prior MEMORANDA OF UNDERSTANDING.

ARTICLE XIV

DURATION AND TERMINATION

A. This agreement shall be and remain in effect from the 1st day of July, 1992, to and including the 30th day of June, 1995, and from year to year thereafter, provided that should either party desire to terminate this agreement or to modify any portion of and terms hereof, it shall notify the other party in writing not less than ninety (90) days prior to the 1st day of July, 1995, or any 1st day of July of any year thereafter.

B. In the event a written notice to terminate or to modify is given pursuant to the preceding paragraph A, the parties shall submit their proposals for changes herein no later than March 31, 1995. Negotiations upon such proposed changes shall begin as soon as mutually convenient for the parties. During these negotiations this agreement shall remain in full force and effect.

In witness whereof the parties hereto have set their hands this 25th day of June, 1992.

PLACENTIA LIBRARY DISTRICT

Elizabeth D. Mentor
LIBRARY DIRECTOR

PLACENTIA LIBRARY DISTRICT CHAPTER OF THE ORANGE COUNTY EMPLOYEES ASSOCIATION

Richard R. Rawson
OCEA REPRESENTATIVE

Cheryl R. Willauer
ASSOCIATION CHAPTER REPRESENTATIVE

*** IMPORTANT NOTICE ***

The Bureau of Labor Statistic's (BLS) Los Angeles office permanently closed on April 7, 1995. If you need information on the latest Consumer Price Index for Los Angeles-Anaheim-Riverside or the U.S. City Average, please call (310) 235-6884. If you require to speak personally to a BLS representative, please call our San Francisco office at (415) 744-6600.

****

CONSUMER PRICE INDEXES
PACIFIC CITIES AND U. S. CITY AVERAGE

ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MARCH 1995

MONTHLY DATA	ALL URBAN CONSUMERS						URBAN WAGE EARNERS AND CLERICAL WORKERS					
	INDEXES			PERCENT CHANGE			INDEXES			PERCENT CHANGE		
				Year ending		1 Month ending				Year ending		1 Month ending
	MAR. 1994	FEB. 1995	MAR. 1995	FEB. 1995	MAR. 1995	MAR. 1995	MAR. 1994	FEB. 1995	MAR. 1995	FEB. 1995	MAR. 1995	MAR. 1995
U. S. City Average	147.2	150.9	151.4	2.9	2.9	0.3	144.4	148.3	148.7	3.0	3.0	0.3
(1967=100)	441.1	452.0	453.5	-	-	-	430.2	441.7	443.0	-	-	-
Los Angeles-Anaheim-Riverside	152.5	154.5	154.6	1.5	1.4	0.1	147.0	149.2	149.3	1.6	1.6	0.1
(1967=100)	450.5	456.5	456.9	-	-	-	434.4	440.9	441.3	-	-	-
San Francisco-Oakland-San Jose	148.2	150.5	151.1	2.1	2.0	0.4	145.6	148.3	148.9	2.3	2.3	0.4
(1967=100)	455.5	462.7	464.4	-	-	-	443.4	451.6	453.5	-	-	-
West	149.0	152.4	152.8	2.8	2.6	0.3	145.9	149.4	149.8	2.8	2.7	0.3
(Dec. 1977 = 100)	240.8	246.3	247.0	-	-	-	234.8	240.4	241.1	-	-	-
West - A	150.5	153.1	153.6	2.1	2.1	0.3	145.9	148.7	149.1	2.3	2.2	0.3
(Dec. 1977 = 100)	245.5	249.7	250.4	-	-	-	236.2	240.7	241.4	-	-	-
West - C	148.7	155.1	155.2	4.6	4.4	0.1	146.3	152.2	152.2	4.2	4.0	0.0
(Dec. 1977 = 100)	230.6	240.5	240.7	-	-	-	225.6	234.7	234.7	-	-	-

Size classes: A = 1,250,000 and over, B = Not available for West, C = 50,000 to 330,000, D = Not available for West.

Release date April 12, 1995. For more information call (415) 744-6600. CPI 24 hour hotline numbers for the pacific cities are as follows:

Anchorage	(907) 271-2770	Los Angeles	(310) 235-6884	San Diego	(619) 557-6538	San Jose	(408) 291-7012
Honolulu	(808) 541-2808	Portland	(503) 231-2045	San Francisco	(415) 744-6605	Seattle	(206) 553-0645

Agenda Item 27
Attachment B

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director

DATE: May 15, 1995

SUBJECT: Review Insurance Broker Selection Options for 1996-1997.

BACKGROUND:

At its meeting on April 17, 1995, the Library Board requested that Library Director Minter work with Trustee Shkoler in developing an insurance broker selection and evaluation process that would ensure an opportunity for participation by all eligible brokers/agents and give the Board an indication of whether it is receiving the best value for its liability insurance expenditures.

Other library districts, other types of special districts, and several cities were contacted to request a copy of a bid specification for an insurance broker. In each case they responded that they do not have such a specification for one of two reasons:

1. They have a broker that they have used for a long time (without a regular bid process) and they require that broker to solicit competitive bids from other agents and/or insurance companies; or

2. They no longer deal with brokers/agents because they have joined an insurance pool.

Placentia Library District is already a member of the California Special District Association (CSDA) Workers' Compensation Authority. In fact, Placentia Library District holds a seat on its Board of Directors which the District's designated representative, Sal Addotta, serves as its president.

The Library Director requested and received information from CSDA about its general liability insurance pool called "The Special District Risk Management Authority"/SDRMA. The following information is provided in Attachments as follows:

A. Letter from SDRMA explaining process for joining.

B. Information brochure concerning SDRMA.

C. Mission Statement of SDRMA.

D. Risk Financing Proposal for SDRMA.

E. List of members of SDRMA effective September 1, 1994.

If the Board is interested in receiving a quote from SDRMA it should indicate its interest by motion. There is nothing binding in requesting a quote. It simply assures that all members of the Board are aware of the action.

RECOMMENDATION:

Approve solicitation of quote for liability insurance coverage from the Special District Risk Management Authority.

Schuler / Ray :

SDRMA

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

2400 Venture Oaks Way
Suite 460
Sacramento, CA 95833-3291

April 18, 1995

Elizabeth Minter
Placentia Library District
411 East Chapman
Placentia, CA 92670

Dear Ms. Minter:

Thank you for considering SDRMA to provide risk financing for your district. We enclose a complete Admissions Packet, together with applicable instructions.

The Underwriting Questionnaire is designed for use by agencies providing a large variety of services. Please complete all applicable pages and attach any supporting documents that would be helpful to us in rating your risks. Especially include such things as contracts where your district is held harmless by another party [or your district holds others harmless], leases, etc.

It can take from two to six weeks to effect coverage, depending on the quality of responses you provide to the questionnaire. We try to expedite quotations, especially for districts that are bare or whose insurance is terminating in the foreseeable future, but we cannot guarantee coverage until you begin the process.

When you decide to join SDRMA, the following information should be known to you:

- You will be required to sign a Joint Powers Agreement with all other members of SDRMA. A copy of the Agreement is in the packet, together with the applicable Bylaws. As a member, you have a right to help elect the Board of Directors that conducts the business of the Authority.

- The Agreement requires that you commit to participation for three full program years (August 1 - July 31) after you are admitted. Notice is required at the end of, or after, that time, if you choose to withdraw.

In California: TOLL FREE NUMBER: (800) 537-7790 Elsewhere: (916) 641-2773
FAX: (916) 641-2776

- You will have to become a member of the California Special Districts Association. This organization began SDRMA and offers numerous other services to its members. An application for membership is enclosed, and describes the dues structure. If you decide to join SDRMA, please forward your CSDA application and check to SDRMA.

- An inspection will be made of your district, within the first twelve months of your membership. There is no charge for the inspection, but each member-district is expected to comply with reasonable recommendations.

- Your Safety Committee Chairperson and the person who will handle any claims made against the district must attend - during your first six months of membership - a Safety/Claims Workshop, in which are described to you all of the safety practices you [and the other SDRMA members] are expected to follow, and how to handle claims.

Please call to let me know if you are currently covered and the policy expiration date. I can also answer any additional questions you might have in comparing your present coverage with that offered by SDRMA.

We hope you will apply for membership in and coverage through SDRMA. Should you join us, you will be associating with over 168 other special districts in this self-insurance program. Working together, we can all save money and provide better services to our communities. We look forward to working with you.

Sincerely yours,

James W. Towns
Executive Director/Risk Manager

WHAT IS MA ?

SDRMA (formerly SDIA) is the Special District Risk Management Authority, created in 1986 to provide liability risk financing for special districts.

The Authority instituted coverage on August 1, 1986 with 73 member districts. As of February 1995, the Authority has 167 members.

WHO IS ELIGIBLE ?

Any district created under California law and a member of California Special Districts Association, may apply for membership in, and risk financing through SDRMA.

Additionally, any joint powers authority (JPA), which has as a member any district eligible under the preceding paragraph, may apply for membership and risk financing through SDRMA.

HOW TO APPLY

To apply for membership and coverage, tear off the fourth fold of this brochure, indicate if you wish Auto Physical Damage (comp/collision) quoted in addition to the package, complete the other requested information and mail to SDRMA.

Upon receipt of your request, SDRMA will send an admission packet. You should complete all application materials and return to SDRMA.

It will take from four to six weeks after receipt of your application to initiate coverage, so you should allow sufficient time for your application to be processed.

PACKAGE COVERAGES

This brief description is intended to highlight coverages provided. Specific terms and conditions of coverages are described in the SDRMA Memorandum of Coverage

The following coverage elements are included in the "package" and are not available individually.

SECTION I
PROPERTY LOSS

Buildings: Physical damage (excluding flood and earthquake):

Replacement cost, all locations.
$2,000 mandatory deductible.

Contents: (Furniture, equipment)

Same as "Buildings" coverage, above.

Floater: Contractor's equipment (backhoes, graders, portable equipment)

Replacement cost, all listed equipment.
$2,000 mandatory deductible.

Boiler & Machinery: "internal" failure coverage for mechanical systems.

Replacement cost, (some locations may be subject to endorsement)
$1,000 mandatory deductible.

Blanket Bond: Coverage for officer/ employee dishonesty.

$100,000, no deductible.

SECTION II
GENERAL LIABILITY

Comprehensive occurrence form bodily injury, personal injury, property damage; broad form extension endorsement; owner's protective included; limit **$2 million each loss**, with some exclusions and deductibles (explained in application documents).

SECTION III
VEHICLE LIABILITY

Bodily Injury and Property Damage to third parties, in business auto form; limit **$2 million each accident;** $1,000 deductible each loss on property damage to third parties; uninsured motorist coverage; (not applicable to persons covered under Worker's Compensation laws); non-owned auto coverage.

SECTION IV
ERRORS & OMISSIONS

Public officials' and employees' errors & omissions; limit **$2 million each loss.**

A lump sum contribution will be quoted on the above package, payable in total upon your acceptance of coverage.

OPTIONAL COVERAG

The following coverages will be quoted as options to the package, if the corresponding box is checked.

☐ Collision and comprehensive coverage for vehicles. (Actual cash value, less chosen deductibles)

Please list any other coverages you may require. We will advise whether or not such coverages might be available through SDRMA.

_____

_____

_____

_____

Agenda Item 28
Attachment B

SDRMA
2400 Venture Oaks Way
Suite 460
Sacramento, CA 95833-3291
(800) 537-7790

MISSION STATEMENT

The Mission of SDRMA is to provide renewable, efficiently priced risk financing and risk management services through a financially sound pool to CSDA member-districts, delivered in a timely, cost-efficient manner, responsive to the needs of the districts.

OBJECTIVE I

STAFFING

To provide an efficient and adequate staff of employees and consultants, loyal to the SDRMA mission and responsive to the Board, that is provided with proper resources and compensation.

OBJECTIVE II

COMMUNICATIONS

To establish and maintain an environment that encourages an open exchange of ideas and information among SDRMA and the applicable parties that is positive, honest, concise, understandable, responsive and cost-efficient.

OBJECTIVE III

RISK-FINANCING/COVERAGES

To provide appropriate coverages adequate to meet the needs of the members, through the most cost-effective, financially sound combination of self-funding and/or reinsurance and/or excess insurance.

OBJECTIVE IV

EDUCATION

To develop and maintain a superior level of understanding and competence in Board and Staff and assure member-districts' awareness of the benefits of safe operations and proper claims procedures.

Adopted as amended, on May 4, 1990, from June 21, 1987.

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RISK FINANCING PROPOSAL

The Special District Risk Management Authority (SDRMA) proposes that the entity named above join with other California special entities in financing risks, as shown below, for the period of time shown herein:

THE PACKAGE

Risks within the package are not separately available, but must be taken as a group.

SECTION I
PROPERTY LOSS

BUILDINGS

All risk (excluding flood and earthquake). Blanket all locations. Replacement cost values, not to exceed the values listed on your application. Subject to $2,000 deductible each loss.

CONTENTS--FURNITURE, FIXTURES AND EQUIPMENT

Same description as buildings, above.

EQUIPMENT FLOATER (AKA: CONTRACTOR'S EQUIPMENT FLOATER)

All risk (excluding flood and earthquake). Equipment as listed on the inventory in your application. Replacement cost (old for old, not new for old), not to exceed values listed on your application. Subject to $2,000 deductible each loss.

BOILER AND MACHINERY

Boiler and machinery coverage, to a limit of $410 million, on applicable items. Subject to $1,000 deductible on each loss except turbine generators, which are subject to $5,000 deductible each loss.

SECTION II
GENERAL LIABILITY

Comprehensive occurrence form coverage of bodily injury, personal injury and property damage with comprehensive broad form extension endorsement. Owner's protective liability coverage included. Limit $2 million each occurrence. $500 per occurrence property loss deductible. Other deductible as per (2) below.

(1) This coverage does not apply to any injury or loss sustained by any person arising out of or resulting from any of the following:

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(800) 537-7790

(a) Discharge, dispersal, release, or escape of pollutants

(b) Workers' compensation

(c) Inverse condemnation

(d) ERISA

(e) Asbestos removal and abatement

(f) Nonowner and/or owned aircraft, including in-flight operations

(g) Airport operations

(h) Skateboarding facilities or activities

(i) Bungle jumping facilities or activities

(j) Police professional liability

(k) Such other exclusion as are enumerated in the applicable excess insurance policy(ies)

(2) Any injury or loss sustained by any person arising out of or resulting from any of the following is subject to a $250,000 deductible each loss, payable by the District:

(a) Police and/or personnel bearing firearms

(b) Trampolines

(c) Marine liability or operations on the high seas

SECTION III
VEHICLE LIABILITY

Bodily Injury and property damage to others in business automobile form. Limit: $2 million each occurrence. Property damage to others subject to $1,000 deductible each loss. Includes uninsured motorist coverage, but this uninsured motorist coverage does not apply to persons who are otherwise covered by workers' compensation laws.

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RISK FINANCING PROPOSAL

SECTION IV
ERRORS AND OMISSIONS

Losses the entities become legally obligated to pay resulting from a wrongful act performed by public officials and employees of the District. Limit: $2 million each occurrence, with no deductible.

A number of exclusions apply and are listed in the excess policy(ies) provided by Sphere Drake, p.l.c.

SECTION V
EMPLOYEE/PUBLIC OFFICIALS' BLANKET BOND

Limit $100,000 per occurrence for applicable losses.

TERM OF COVERAGE

Coverage begins upon receipt of your entity's warrant, or such other date as is agreed to by SDRMA and the District.

Coverage ends on July 31st following date coverage begins. Districts are advised to read the Second Amended Joint Powers Agreement as to withdrawal provisions.

CAUTION

Coverages and exclusions follow the excess policies purchased by SDRMA on behalf of the member-entities, and nothing herein shall be construed to override anything in the excess policies.

OPTIONAL PROGRAMS

VEHICLE COMPREHENSIVE AND COLLISION

SDRMA offers a program of risk-pooling for comprehensive and collision coverages for vehicles owned and/or leased by member entities. Districts may select which vehicles they wish to include in the pool, and may select from two deductible programs, as follows:

(1) $250 deductible comprehensive; $500 deductible collision, or

(2) $500 deductible comprehensive; $1, 000 deductible collision.

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(800) 537-7790

RISK FINANCING PROPOSAL

This pool is available only to members of the The Package.

Coverage is to the extent of Actual Cash Value at date of loss, based on purchase price new of the vehicle, as evidenced by purchase invoices, including factory-installed or locally-installed improvements (such as liftgates, etc.) at replacement cost (old for old, not new for old) including any permanently installed equipment or frequently hauled tools and/or equipment that has been reported to SDRMA on a Vehicle Equipment Schedule prior to the date of the loss (SDRMA may require proof of purchase cost).

Factory-installed radios and entertainment systems are included; non-factory-installed communications equipment is included; non-factory-installed entertainment systems are excluded.

TERM OF COVERAGE

Each entity selects the date its coverage begins, but contributions are prorated for full months. In no case may the effective date be before the effective date of the Package.

Participation ends on July 31st following the effective date, but is continuous unless the entity gives required notice(see Second Amended Joint Powers Agreement).

NOTICE

This risk financing proposal *does not* constitute a contract between SDRMA and the entity or the entity and any other member-entities of SDRMA. The proposal only generally describes the programs being made available. Any and all contract involving the pooling programs are separate documents.

SDRMA

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

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(800) 537-7790

MEMBER LISTING

as of September 1, 1994

Anderson Valley CSD

Avila Beach County Water District

Baker CSD

Barstow Heights CSD

Bear Valley CSD

Bel Marin Keys CSD

Big River CSD

Bighorn-Desert View Water Agency

Biola CSD

Brentwood Recreation & Park District

Brooktrails Township CSD

Burbank Sanitary District

Burney Area Water District

California Pines CSD

California Valley CSD

Cambria CSD

Cameron Estates CSD

Cameron Park CSD

Caruthers CSD

Caspar South Water District

Citrus Pest Control District No. 2

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MEMBER LISTING

as of September 1, 1994

Clio Public Utilities District

Clovis Memorial District

Costa Mesa Sanitary District

Cosumnes River CSD

Covelo CSD

Cuyama CSD

Cuyama Valley Recreation District

Daggett CSD

Desert Lake CSD

Donner Summit PUD

Durham Irrigation District

Easton CSD

Eastside Water District

El Dorado Hills CSD

El Dorado Hills JPA

Enos Lane PUD

Fieldbrook CSD

Firehouse Community Park Agency

Galt Irrigation District

Garberville Sanitary District

Garden Farms Community Water District

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SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

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(800) 537-7790

MEMBER LISTING

as of September 1, 1994

Garden Grove Sanitary District

Garden Valley Ranch Estates CSD

Gasquet CSD

Gerber-Las Flores CSD

Great Basin Unified APCD

Greater Hayfork Valley Park & Rec. Dist.

Grizzly Flats CSD

Groveland CSD

Gualala CSD

Happy Camp CSD

Heber PUD

Heritage Ranch CSD

Hilton Creek CSD

Hopland PUD

Idyllwild Fire Protection District

Igo-Ono CSD

Independence Ranch CSD

Inverness PUD

Inyokern CSD

Irish Beach Water District

Jacoby Creek County Water District

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SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

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MEMBER LISTING

as of September 1, 1994

Jenny Lind Veterans Memorial District

Juniper Riviera County Water District

Kensington CSD

Kettleman City CSD

Kingsburg Cemetery District

La Porte Water District

Lake Don Pedro Community Services District

Lake Shastina CSD

Lakeview CSD

Lanare CSD

Leavitt Lake CSD

Lemon Cove Sanitary District

Lewiston CSD

Linden County Water District

Loleta Community Services District

Lone Pine CSD

Los Alamitos County Water District

Los Alamos Cemetery District

Los Molinos CSD

Manila CSD

Marin City CSD

SDRMA

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

2400 Venture Oaks Way
Suite 460
Sacramento, CA 95833
(800) 537-7790

MEMBER LISTING

as of September 1, 1994

Marinwood CSD

McCloud CSD

McKinleyville CSD

McKinney Water District

Mendocino City CSD

Mendocino County Water Works District 2

Mendocino Solid Waste Management Authority

Minter Field Airport District

Miranda CSD

Mokelumne Hill Vets Memorial District

Monterey Reg. Waste Management Dist.

Monterey Regional Waste Management Authority

Morongo Valley CSD

Morro Hills CSD

Mountain Meadows CSD

Muir Beach CSD

Nipomo CSD

North Humboldt Recreation and Park District

Northern Sierra Air Quality Management District

Orick CSD

Orleans CSD

SDRMA

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

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Suite 460
Sacramento, CA 95833
(800) 537-7790

MEMBER LISTING

as of September 1, 1994

Orosi Memorial District

Palmer Creek CSD

Patrick Creek CSD

Pleasant Grove Community Services District

Plumas Eureka Community Services District

Post Mountain PUD

Potter Valley Irrigation District

Reclamation District # 10

Reclamation District # 536

Reclamation District #1607

Reclamation District #2098

Redway CSD

Resort Improvement District #1

Richardson Springs CSD

Riverdale Memorial District

Riverdale PUD

Riverside-Corona Resource Conservation District

Rosamond CSD

Rossmoor CSD

Running Springs Water District

Russian River F.C & WCID

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Suite 460
Sacramento, CA 95833
(800) 537-7790

MEMBER LISTING

as of September 1, 1994

Ruth Lake CSD

San Joaquin Valley UAPCD

San Lorenzo Valley Water District

San Miguel Sanitary District

San Simeon CSD

Sanger-Del Rey Cemetery District

Santa Rosa CSD

Sativa LA County Water District

Sewerage Commission - Oroville Region

Showcase Ranches Community Service District

Southern Coachella Valley CSD

Spreckels CSD

Spreckels Memorial District

Stallion Springs CSD

Stratford PUD

Suisun Resource Conservation District

Sunset Beach Sanitary District

Susanville Consolidated San. District

Talmont Resort Improvement District

Tamalpais CSD

Templeton CSD

SDRMA

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MEMBER LISTING

as of September 1, 1994

Tenaja CSD

Thermal Sanitary District

Thermalito Irrigation District

Three Rivers CSD

Tract 92 CSD

Trinity County PUD

Trinity County Waterworks #1

Tuolumne County Water District #1

Ulatis Resource Conservation District

Valley Center CSD

Valley Springs PUD

Valley Springs Sanitary District

Weaverville-D.C. Park & Rec. Dist.

West Patton Village CSD

West Valley County Water District

Westhaven CSD

Willow Creek CSD

Yermo CSD

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director

DATE: May 15, 1995

SUBJECT: Establish Dates for June and July Board Meetings

BACKGROUND:

The June Board Meeting is scheduled for Monday, June 19, 1995. Library Board President Dinsmore has requested that an alternate date be selected so that she may participate in a family function . Tuesday, June 20, 1995, has been recommended.

The July Board Meeting is scheduled for Monday, July 17, 1995. The deadline for preparation of the Agenda materials is Thursday, July 12th. The Library Director will be reporting back to work after a two week vacation on Wednesday, July 11th and would like to have additional time to prepare the Agenda materials. The Library Director is requesting that the July meeting be scheduled for Monday, July 24, 1995.

Tues. June 20

RECOMMENDATION:

That the Board select dates for its Regular Meetings in June and July, 1995.

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director

DATE: May 15, 1995

SUBJECT: 1995 Staff Appreciation Dinner

BACKGROUND:

The 1994 Staff Appreciation Dinner was held at the home of Board Secretary Saundra Stark.

The Library Director has asked Mrs. Stark if she is willing to host the event for 1995 and she has said that she is as long as the staff, Trustees and Friends members agree.

Various staff members have indicated that they enjoy having the Dinner at Mrs. Stark's home.

A Thursday evening remains the most convenient time for the staff.

At its meeting on May 1, 1995, the Board of Directors of the Friends of the Library agreed to co-sponsor the Dinner with the Board of Trustees at a cost not to exceed $350.00.

RECOMMENDATION:

Set date of Thursday July 13, 1995, for the 19th Annual Staff Appreciation Dinner, at a cost not to exceed $700.00, with 50% of the cost paid by the Friends of the Library and 50% paid by the Library Board from the County Exempt Fund.

Agenda Item 30a

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director

DATE: May 15, 1995

SUBJECT: Authorization of Purchase of Computer for the Adult and Family Literacy Programs

BACKGROUND:

During the past two months Placentia Library Literacy Services has received gifts of $1,540.82 from Literacy Volunteers of America, Placentia Chapter, and $500 from Ingram Micro, Inc., to be used for the purchase of a computer for interactive CD-ROM learning programs with video and sound capabilities.

The system specifications were developed by Principal Librarian Ammar and Literacy Coordinator Matas in consultation with Trustee Shkoler and literacy program coordinators at other libraries.

Responses to the request for quotes are due by NOON on Monday, May 15, 1995. Analysis of the responses will be presented at the Board meeting.

RECOMMENDATION:

Approve purchase with funds provided by Literacy Volunteers of America, Placentia Chapter and Ingram Micro, Inc., with the balance to be paid from the Placentia Library Literacy Services Account.

Agenda Item 30a

TO: Elizabeth Minter, Library Director

FROM: Suad Ammar, Principal Librarian SA

DATE: May 15, 1995

SUBJECT: **Analyses of bids for Purchase of Computer for the Adult and Family Literacy Programs:**

BACKGROUND:

Placentia Library sent out requests for bids for a computer system to be used by the Literacy Department with the special specifications that the system would need to support interactive CD-ROM products that will be used by tutors and adult learners.

Three out of the six companies contacted responded to the request. Advice Computer Services, Automated Office Products and GST , Inc.

Attached is the sheet outlining the quotes made by the three companies.

After analyzing the three bids it was clear that Advice Computer Services and Automated Office Products' quotes were more compatible with the Library's specifications than that of GST Inc's.

Advice Computer Services offered a choice of three different monitors, these are reflected in the analyses sheet as Advice I, II and III.

RECOMMENDATION:

Approve purchasing the computer from Automated Office Products for the amount of $3,698.00 including installation. The $2,040.82 gift received by the Placentia Library Literacy Services will be used for this purchase. The balance of $1,657.18 will be paid from the Placentia Library Literacy Services funds.

QUOTE ANALYSES FOR LITERACY COMPUTER

Company Quotes and Comments

Componants	ADVICE I	ADVICE II	ADVICE III	AUTOMATED	GST
PCI System	$4,541.66	$4,239.96	$4,595.54	$3,573.00	$3,700.19
Installation	Free	Free	Free	$125.00	$50.00
Warranties	One Year	One Year	One Year	Contract	Ask for Options

Agenda Item 31

TO: Elizabeth Minter, Library Director

FROM: Suad Ammar, Principal Librarian SA

DATE: May 15, 1995

SUBJECT: **Program Committee Report for the Month of April 1995.**

PLACENTIA LIBRARY DISTRICT

PROGRAM STATISTICS

DEPARTMENT	APRIL 95	
	# PROGRAMS	# ATTENDEES
ADULT SERVICES		
Placentia Pride	1	12
CHILDREN'S SERVICES		
After School Specials	3	59
Tours of Library	8	215
Story Hours	8	145
LITERACY SERVICES		
Families For Literacy	3	75
Tutor Training	1	17

Agenda Item 32

TO: Elizabeth Minter

FROM: Kay Schneider CW for KS.

DATE: May 4, 1995

SUBJECT: **April Activities in the Children's Department**

Paws to Read Summer Reading Program 1995 Summer is fast approaching and the staff of the children's department has been busy completing preparations for a great summer at the Library for the children of our community. We think that we are going to have a successful summer!

Children who enroll in our program will be able to read Library books for fun and for lots of prizes. As the children read books and make visits to the Library they will be earning "Dogbones" that may be spent at the DogHouse in the Children's Department for food coupons and small prizes. These have been donated by local businesses and the Friends of the Library.

Teen volunteers assist these children with registration, their book logs and prize selection.

Activities for the summer begin on Saturday, June 22 from 1:00 P.M. - 2:00 P.M. with a visit from a from a team of sled dogs and their trainer. **Mountain Mushers** will present this special Summer program for all family members as an opening day event! Children will be encouraged to sign up for the reading program.

Way Out Wednesdays Programs for children ages 5 - 13. All of these programs are held on Wednesday afternoons in the meeting room.

June 28	DOG-GONE JUGGLING with Jahnathan.
July 5	PAW PRINTS MATINEE THEATRE. An afternoon of movies and popcorn.
July 12	WONDERS OF WILDLIFE. Meet live animals
July 19	PAWS FOR A STORY. Storyteller Debra Weller brings great stories and her guitar!
July 26	CRAFTS! CRAFTS! CRAFTS! Three session of craft fun!

Paws for a Story Preschool Story Hours July 3 - August 24
Children, ages 3 - 6, enjoy stories, crafts, puppets & movies. Mondays 1:00 P.M.-1:45 & Thursdays 10:30-11:15 A.M.

This years program will be advertised in the Placentia Quarterly, on our local cable station and all of the area newspapers. The Library staff and volunteers will be visiting elementary school classrooms to talk about Summer Reading and to distribute flyers. These flyers will be in English on one side and in Spanish on the other. We also will have bulletin board displays and flyers placed prominently in the Library.

This year we will also be advertising the Paws to Read program on the back of the school menus for the month of June. These menus are sent home with all of the children in our school district . This is a joint venture with the Yorba Linda Public Library and the $50.00 fee to have this published will be shared equally with them. We expect to reach many families with this advertisement, however, the text will be in English only.

National Library Week The children's department celebrated National Library Week with a bulletin board encouraging parents to "Make Tonight family Reading Night." A poster entitled "Reading Aloud Makes Lifetime Readers" was also displayed with hints and tips for reading aloud to children.

In a effort to encourage parents to read to older children we displayed a collection of books recommended for reading aloud to children in 3rd to 6th grades. This collection was well used during the month and needed to be refilled about weekly.

Earth Day - Childrens books on ecology, energy and conservation were prominently displayed in support of Earth Day.

After School Specials & Pre-School Story Hours - There were 8 story hours that were attended by 145 children and 59 children came to 3 sessions of the After School Specials.

Class Visits - I visited one Ruby Drive Elementary School classroom for storytelling during American Library Week and eight classsrooms visited our Library during the month with 215 children

TO: Elizabeth Minter, Library Director

FROM: Cheryl Willauer, CW Library Assistant

DATE: May 9, 1995

SUBJECT: Publicity materials produced for April 1995

Information on the Placentia Library cable channel #53:

1 Art work by Marie Rogers & Virginia Bannister now on display.
2. Friends of the Library Spring Booksale.
3. Story Time for Children.
4. North Story Circle meeting featuring storytelling and workshops.
5. Literacy asking for volunteers to take the tutor training program.
6. After School Specials for children 7-12 years old.
7. Library Hours.
8. April quotes.
9. Placentia Library Trustees.

Newspaper articles published:

1. City sells surplus land for $2.1 million.
2. Libraries won't collect $220,000 in fines.
3. Communities battle plans to close libraries.
4. Picture and story on the Great American Read Aloud program.
5. Plan would keep all branches open.
6. Literacy training to take place at the Library.
7. Understanding living trusts.
8. Orchid Society to meet.
9. Story hours offered for preschool children.
10. Free seminar on contracts and bankruptcy.

Placentia Library Newsletter:

1. Attached are the copies of the two pages published in the summer edition of the Placentia Quarterly.

pacific clippings
post office box 11789
santa ana, calif. 92711

The Register
Daily
APR - 3 1995

332 Understanding Living Trusts, 7 p.m., Placentia Library, 411 E. Chapman, Placentia. Presenter: Scott A. Bourdelais. Free. 541-9569.

pacific clippings
post office box 11789
santa ana, calif. 92711

Los Angeles Times
OC Edition
Daily
APR 1 - 1995

Orchid Species Society of Southern California: *Second Sunday.* Monthly at 2 p.m., Placentia Library, 411 E. Chapman Ave., Placentia.

pacific clippings
post office box 11789
santa ana, calif. 92711

The Register
Daily
APR 25 1995

PLACENTIA

Learn how to teach others to read during a free three-part literacy-training workshop in the meeting room of the Placentia Public Library, 411 E. Chapman Ave. The workshops are from 6 to 9 p.m. today, May 2 and 9. For information, call 524-8408.

– Sharilyn Miller/(714) 704-3704

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Los Angeles Times
OC Edition
Daily
APR 11 1995

PLACENTIA

Story Hours Offered for Preschool Children

332

The Placentia Public Library is offering a preschool story hour for children ages 3 to 6.

The free programs are from 1 to 1:45 p.m. Mondays and 10:30 to 11:15 a.m. Thursdays through May 25. Story-hour presentations include flannel boards, puppets, crafts, movies and other visual aids.

For more information, call (714) 528-1906.

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post office box 11789
santa ana, calif. 92711

The Register
Daily
APR 27 1995

PLACENTIA 332

The Placentia Public Library is offering a free seminar on contracts and bankruptcy at 7:30 p.m. today in the meeting room at 411 E. Chapman Ave. For information, call 528-1906.

– Sharilyn Miller/(714) 704-3704

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post office box 11789
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Los Angeles Times
OC Edition
Daily
APR 21 1995

PLACENTIA

City Sells Surplus Land for $2.1 Million

The City Council has approved the sale of five acres of city-owned land just north of the Civic Center complex.

Saddleback Land Development Co. will pay $2.1 million for the property, which the city bought in 1975 for $425,000. It is now leased to a strawberry farmer.

Although a dozen information packages were sent to developers and consultants and 10 more to others who requested them, the city received only three bids. Saddleback's was by far the best offer. The second-highest offer was $1.5 million from D.R. Horton Inc.; the low bid was $1.1 million from Tone Yee Investments and Developments.

The council declared the land surplus in January, when estimated losses in the county bond fiasco were less certain. The city had $20.7 million in the investment pool and, under the settlement, expects to recoup about 90% this fiscal year, so the land sale should make up almost its entire loss.

In a related action Tuesday, the council approved a zoning change that will allow developer Saddleback to build up to 10 homes per acre. The property previously was zoned for commercial and office uses.

—HOLLY J. WAGNER

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post office box 11789
santa ana, calif. 92711
The Register
Daily
APR 12 1995

Libraries won't collect $220,000 in fines

332

BUDGET: The funds could have kept a large branch or two smaller branches open for another year.

By ANN PEPPER
The Orange County Register

While five communities may lose their libraries to budget shortages, Orange County Public Library officials have decided not to collect about $220,000 in fines.

The money — about 1 percent of the libraries' $25 million budget for 1994-95 — could have kept one large branch or two of the smaller branches facing closure open for another year.

Patrons who kept materials beyond their due dates from May to November of last year won't be assessed fines, county head librarian John Adams said.

The county has decided to write off the loss as part of the cost of converting to its $2.4 million computer system. Fines couldn't be tracked for six months during the conversion.

Fine revenue — which accrues at 20 cents a day per late book — dropped from an average of about $50,000 a month to about $13,000 a month during that period.

"We had no choice but to switch systems," Adams said. "We had no maintenance support for the old system. Had it broken, we wouldn't have been able to operate any libraries. And there was no way to transition from one computer system to the other without an interruption in overdues tracking."

The fines won't be collected because it would be impractical to reconstruct the 2½ million transactions, Adams said. Also, "it doesn't seem fair to say to people: 'We didn't tell you at the time that you owed us money, but you owe it now,' " he said.

Some patrons trying to hang on to their local branches disagree.

"The message we're getting is that the decision to close our library is budgetary," said Jean Gardner, who is trying to save the Silverado Canyon branch. "That being the case, I feel not collecting that amount of money is difficult to understand."

pacific clippings
post office box 11789
santa ana, calif. 92711

The Register
Daily APR 28 1995

Communities battle plans to close libraries

332

CUTBACKS: Cities want other options presented to the board.

By ANN PEPPER
The Orange County Register

At least two communities are demanding that Orange County supervisors be presented with options to closing their library branches.

"I told (county Librarian) John Adams I wanted to see some alternatives," said Mayor Bruce Broadwater of Garden Grove, where two libraries are targeted to close. "I said, 'How come we only have your plan? Where are the others?' "

Budget cutbacks since 1992 have forced a sharp reduction in library hours and in book and materials purchases. Adams has proposed closing six branches to restore hours and improve services at the remaining 22.

Broadwater said he believes all 28 branches could stay open if staffed by volunteers in addition to paid staff.

"I know that would work out," Broadwater said. "Adams told me he'd get back to me on it."

Adams said Tuesday that he will not bring alternative proposals before the Board of Supervisors. He said he chose to close the six libraries to inconvenience the fewest patrons.

An aide to Supervisor William Steiner said the supervisor is open to alternatives. The supervisors have rescheduled a May 9 public hearing on the closure plan to May 23.

Silverado Canyon community representatives who met April 21 with Adams said he told them he had rejected a plan that would keep all 28 branches open by cut-

Please see **LIBRARIES** Page 7

▶ **PROPOSAL:** Plan would maintain all 28 branches. **Metro, Page 7**

LIBRARIES

FROM 1

ting back hours at some and restoring fewer hours at others.

"The supervisors were never shown that scenario," said Sherry Meddick, a longtime community activist.

Besides the Silverado branch and the Chapman and West Garden Grove branches in Garden Grove, libraries in La Palma, Villa Park and Seal Beach Leisure World are targeted to close by July. Each community is searching for ways to save its branch.

At a minimum, the board should be shown the alternatives, said Catherine Standiford, assistant to Garden Grove's city manager.

"Mr. Adams told us no analysis had been done on the financial impact of keeping the regional libraries open six days and the remainder five days," Standiford said.

Meddick said closing libraries is a shortsighted response to the budget shortfall.

"We can get through this together," she said. "It's not always going to be this bad. But if we close a library, it will be closed forever."

The county library system's money woes began long before the county bankruptcy, Meddick said, and the Orange County grand jury and a library task force made recommendations for dealing with them.

Meanwhile, many of the approximately 2,100 residents of the Silverado Canyon area, including Modjeska, Williams and Ladd canyons, turned out Saturday for a fund-raising bake sale.

"I was absolutely moved," said Fran Williams, an organizer. "The table was just crammed with brownies, pies, cookies, cupcakes. We sold out of everything. People haggled prices up. We made more than $500."

It would take an estimated $81,000 a year to keep the Silverado branch open.

Canyon residents are also working on grant applications. Enough have volunteered to staff the library 60 hours a week. Explorers have agreed to handle building maintenance and landscaping.

"We've had a library here for more than 65 years," resident Jane Gardner said. "And as a community we're incapable of losing it without a fight. It's just too important. It's as simple as that."

post office box 11789
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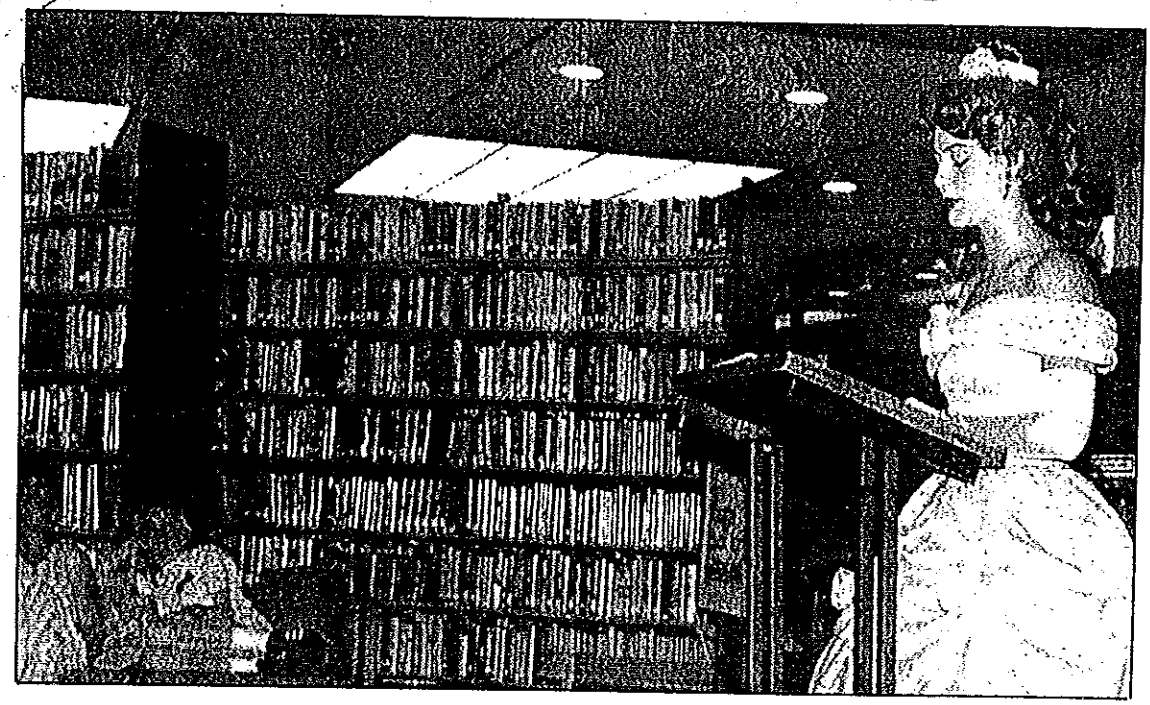
Placentia News
Weekly APR 27 1995

332

FOR WHOM THE BELLE TOLLS



Bill Farroux/Placentia News-Times

Belle from 'Beauty and the Beast' reads stories to children and parents during Placentia Library's Great American Read Aloud. Mayor Michael Maertzweiler, Dixie Shaw, Police Chief Manny Ortega and Belle from Disney's 'Beauty and the Beast' show participated in the book reading as part of a nationwide celebration of books and libraries. The American Library Association sponsored this event as part of National Library Week. The reading drew a crowd of 50 residents, ages 3-83. The American Library Association is the largest library association in the world, and National Library Week is its biggest pro-literacy event of the year.

The Register
Daily APR 28 1995

Plan would keep all branches open

332

LIBRARIES: Some hours would be cut, others restored under the proposal.

By ANN PEPPER
The Orange County Register

Orange County Librarian John Adams has proposed closing six of the 28 county library branches to improve service at the remainder. Surviving branches would open six days weekly instead of the four days most currently are open.

One alternative proposal, drawn up by county staff members but rejected by Adams, would maintain all 28 branches by reducing hours at some of them and restoring fewer hours at most of the rest.

Some communities want the Board of Supervisors to consider such alternatives. Here is one:

▶ Open the three regional libraries — in Irvine, Garden Grove and San Juan Capistrano — a total of 58 hours weekly over six days, including four nights.

▶ Five libraries — El Toro, Rancho Santa Margarita, Westminster, Tustin and Fountain Valley — would be open 48 hours weekly over five days, including three nights.

▶ Ten branches — Mission Viejo, La Habra, San Clemente, Los Alamitos-Rossmoor, Laguna Beach, Brea, Dana Niguel, Cypress, Crown Valley in Laguna Niguel and University Park in Irvine — would open 37 hours weekly over four days, including two nights.

▶ Five branches — La Palma, Mesa Verde and Costa Mesa in Costa Mesa, Chapman in Garden Grove and Mary Wilson in Seal Beach — would be open 24 hours weekly over three days, including one night.

▶ Five libraries — Silverado, Villa Park, West Garden Grove, Stanton and Leisure World in Seal Beach — would be open two days, including one night.

Communities could augment branch hours and materials with local financial support.

PLACENTIA LIBRARY DISTRICT NEWSLETTER

PROGRAMS FOR CHILDREN

Paws to Read

This summer, June 24-August 26, the Children's Department will hold the annual Summer Reading Program. Children, pre-school through 8th grade are invited to participate in the Paws to Read fun.

By registering in the Paws to Read Program children can begin earning "Dogbones" by reading and visiting the Library. The "bones" can be redeemed at the Doghouse Store for special prizes.

Every child who completes the program will receive a Reading Certificate, a free meal from the Whole Enchilada Restaurant and will be entered in a drawing for two free Disneyland passes.

Activities in support of the Paws to Read Summer Program are scheduled for Wednesdays, June 28 - July 26. Free passes will be issued only to children registered in the Reading Program on a first come, first served basis on the Thursday before each event.

WAY OUT WEDNESDAYS

June 28 DOG-GONE GOOD JUGGLING
Jahnathon's unique style of juggling and circus acts will be exciting to watch.
1:00 -2:00 P.M. Ages 5-13

July 5 PAW PRINTS MATINEE THEATRE
Enjoy popcorn and movies.
1:00 - 2:00 P.M. Ages 5-13

July 12 WONDERS OF WILDLIFE
Come meet live animals.
1:00 - 2:00 P.M. Ages 5-13

July 19 PAWS FOR A STORY
Professional storyteller Debra Weller brings her special talents of storytelling, guitar and spoon playing to this fun event.
1:00 - 2:00 P.M. Ages 5-13

July 26 CRAFTS! CRAFTS! CRAFTS!
Three sessions
1:00, 2:00 & 3:00 P.M. Ages 7-13



SUMMER READING SPECIAL

Free Program for the Whole Family

Saturday, June 24

1:00 - 2:00 P.M.

MOUNTAIN MUSHERS DOG SLED TEAM

Come meet Harry and his dogs.
Harry will talk about dog sledding, animal care, and teamwork.
Children will be able to pet the dogs from his team
and
SIGN UP FOR THE SUMMER READING PROGRAM!

PAWS FOR A STORY
PRESCHOOL STORY HOURS

Mondays 1:00 - 1:45 P.M.

Thursdays 10:30 - 11:15 A.M.

July 3 - August 24

Children, ages 3-6, enjoy stories, crafts, puppets, flannel boards, movies and lots of fun!

North Story Circle of the South Coast Storyteller's Guild

Everyone is welcome to listen, enjoy and participate.

Meetings are held the first Sunday of the month (no meeting in July) in the Meeting Room at the Placentia Library.

1:00 - 1:45 P.M. . . . . Storytelling Workshop
1:45 - 2:30 P.M. . . . . Open storytelling and story sharing for children and adults

Refreshments will be served.

This is a wonderful chance to come and listen

PLACENTIA LIBRARY DISTRICT

411 East Chapman Avenue
Placentia, CA 92670
Reference Services & Telephone Renewals
528-1906

HOURS

Monday - Wednesday. . . . . 12:00 NOON - 8:00 P.M.
Thursday . . . . . 10:00 A.M. - 6:00 P.M.
Friday . . . . . CLOSED
Saturday. . . . . 10:00 A.M. - 6:00 P.M.
Sunday . . . . . 1:00 P.M. - 5:00 P.M.

COMING IN JULY

An exciting new CD ROM collection will be found at the Placentia Library in the adult and children's areas. Titles will include *Her Heritage: A Biographical Encyclopedia of Famous Women; Exploring Ancient Cities; Jazz Greats: From Louis Armstrong to Duke Ellington; How to Really Start Your Own Business; Scholastic's The Magic School Bus Explores the Solar System; Zurk's Rainforest Lab; Jump Start Kindergarten; Arthur's Teacher Trouble; Just Grandma and Me*, plus many more. The CD ROM titles will be available for check-out in early July.

The Law and You

The sixth in a series of "The Law and You" Seminars co-sponsored by the Placentia Library and the Placentia Pride Council will be held on Thursday, May 25 in the Library Meeting Room at 7:30 P.M. The subject for the May seminar is "Trademarks, Patents and Copyright" and will be presented by Attorney G. Keith deBrucky, Esq.

OLD PLACENTIA NEWSPAPERS SOUGHT

An inventory of the Library's newspaper collection has shown that there are missing issues from the Placentia Courier, Placentia Journal, Placentia Highlander and Placentia NewsTimes. Donations to replace these missing issues will be greatly appreciated. For details please call Suad Ammar at 528-1906.

MAKING A DIFFERENCE

The purpose of the Friends of the Placentia Library is to foster closer relations between the Placentia Library District and the citizens of Placentia and to support the functions, resources, services and needs of the Library.

The Friends raise funds through membership drives, used book sales, the Annual Author's Luncheon and the Adopt-a-Book Campaign. In 1994 the Friends contributed $19,062.00 to the Library, bringing their grand total to $76,314.79.

Friends of Placentia Library

THANK YOU FOR YOUR SUPPORT!

Friends of Placentia Library Annual Used Book Sale

May 18. . . . . Members Only
May 19. . . . . Closed
May 20. . . . . Everyone Welcome
May 21. . . . . Buck A Bag

Library Meeting Room
Check with the Library for specific hours.
Memberships will be on sale at the door.

Placentia Library Literacy Services

Placentia Families For Literacy

Did you know it is estimated that one-fifth to one-third of adult Americans need to improve their reading and writing skills? In Orange County, over 270,000 adults are considered candidates for literacy instruction.

YOU CAN DO SOMETHING TO HELP

- If you know someone who needs to improve their basic literacy skills, tell them they can find help at Placentia Library.
- If you can read, write and speak English, and can meet two hours weekly with an adult learner, consider becoming a volunteer tutor.

LITERACY TUTOR TRAINING

Placentia Library Literacy Services will offer a 15 hour training class for prospective tutors in July.

The class will meet on Tuesday and Thursday evenings from 6:00 to 9:00 P.M. at the Placentia Library beginning July 6 and concluding July 20.

Training is provided without charge to volunteers making a minimum commitment of six months to Placentia Library Literacy Services. Registration for tutors volunteering with other programs is $30.00.

To enroll in the class or for more information about the program please call:

Placentia Library Literacy Office 524-8408

Placentia Library Offers INS-Approved Basic Citizenship Skills Examination.

Placentia Library has been selected to offer the CASAS Basic Citizenship Skills Examination to immigrants who would like to become American Citizens. In 1992, the Comprehensive Adult Student Assessment System (CASAS) received approval from the Immigration and Naturalization Service (INS) to administer the examination.

The CASAS examination will be offered at the Placentia Library on Saturday morning, July 22.

For more information call 524-8408.

Placentia Library Literacy Services (PLLS), Library Program developed in partnership with the California Literacy Campaign, provides free and confidential basic literacy instruction to adults in the Placentia/ Yorba Linda area.

TO: Elizabeth Minter, Library Director

FROM: Katie Matas, Literacy Coordinator KM

DATE: May 15, 1995

SUBJECT: Placentia Library Literacy Services Report for the month of April

Program Statistics
Active tutors: 55
Active students: 72
Students waiting to be matched: 17
Percentage of tutors reporting (April hours): 80%
Tutoring hours reported: 303
Other volunteer hours reported: 164
Total volunteer hours: 467

Tutor Training. Tuesday, April 25, 1995 seventeen people attended the first session of a 15 hour tutor training workshop. Individuals completing this workshop will be matched with students waiting to be matched with tutors.

National Society of Fund Raising Executives (NSFRE). Literacy Coordinator Matas attended the April 11, 1995 workshop sponsored by NSFRE. The workshop focused on things to know and ask when working with a printer and the advantages of developing a working relationship with a printer. The workshop was followed by a speaker who discussed the advantages and disadvantages of using celebrities in fund raising campaigns.

Citizenship Examination. Placentia Library Literacy Services was approved as a test site for the CASAS Citizenship Test. Successful completion of this test takes the place of oral questions on United States history and government at the Immigration and Naturalization Service (INS) interview for U.S. Citizenship. It also fulfills the writing requirement. The test will be administered by Literacy staff with the help of volunteer proctors one Saturday morning each month beginning July 22, 1995.

Networking. Literacy Coordinator Matas represented PLLS at the Chamber Mixer. Literacy Coordinator Walters participated in the California State University, Fullerton annual Internship Day.

TO: Elizabeth D. Minter, Library Director

FROM: Jeannine Walters, Families For Literacy Coordinator

DATE: May 15, 1995

SUBJECT: Families For Literacy Report for the month of April

Program Statistics.

Attendance			
April 5	13 adults	15 children	28 TOTAL
April 19	11 adults	11 children	22 TOTAL
April 26	12 adults	13 children	25 TOTAL

Books distributed	
April 19	12 books
April 26	16 books

Funding. The 1995/96 grant application for the FFL program has been written and mailed to the State Library.

A check for $174.00 has been recieved from the State Library Foundation Families for Literacy fund. This money comes from Huell Howser Production's share of the total royalties from the distribution of *California's Gold* videocassette programs. This money will be used to purchase children's books for distribution to eligible families in the FFL program.

Staffing. A "Fieldwork Day" at CSUF was attended on April 11. The purpose was to recruit interns for both the FFL and the "Literacy Works" programs.

A new childcare worker, Angie Verdoza, has been hired.

TO: Elizabeth Minter, Library Director

FROM: Suad Ammar, Principal Librarian

DATE: May 15, 1995

SUBJECT: **Placentia Pride Council Report for the Month of April.**

Legal workshops: The "Bankruptcy" seminar was presented by Attorney Allan Epstein on Thursday April 27, at 7:30 P.M. in the Library's meeting room. The fifteen people that attended had a lot to learn about why and how people file bankruptcies, the different kinds of bankruptcies, and the effects of filing a bankruptcy on the individual's, or corporations' financial and credit status.

The legal seminar scheduled for Thursday, May 25, 1995 will be on " Trademarks, Patents and Copyright " presented by attorney G. Keith deBrucky from the Law Firm of deBrukey, Watson and Krygier.

Placentia Pride Salutes: The Pride Salutes Committee had chosen the Placentia Chamber of Commerce as the organization to be saluted for the month of April for its services to the Placentia community. On Thursday, April 30, 1995 during the Chamber breakfast, Suad Ammar presented Mr. Michael Youngsma, Executive Director of the Chamber, with a "Certificate of Achievement" on behalf of the Committee.

Placentia Pride will salute Meals On Wheels and FISH in June, 1995.