PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director

SUBJECT: **Library Director's Report**

DATE: July 16, 2007

Activities Report:

Jun 12	Mary Strazdas represented me at a meeting at Whittier Public Library with MCLS/SLS Library Directors and State Librarian Susan Hildreth to discuss 2nd level Reference.
Jun 18	Library Board Meeting
Jun 19	Farewell luncheon with Jean Lasley
Jun 22-26	American Library Association Conference, Washington D.C.
	General Session on Word of Mouth Marketing Is Everybody's Job – the Program Committee is now working on a calendar that will be presented to the Library Board in September.
	State of the Art Seminar on RFID in Libraries. Mostly about tagging.
	Introduction session for the new Public Library Association Toolkit for Marketing & Public Awareness.
	OCLC Update Breakfast
	OCLC Digitization/contentDM workshop
	Midwest Tape Reception
	Met with Geri Ingram at OCLC to discuss Placentia Library's newspaper digitization and contentDM project.
	Spent all day Monday in the Exhibits.
	Attended General Sessions with Robert Kennedy, Jr. and Garrison Keillor.
Jun 27	PLFF Foundation Committee Annual Giving & Donor Event Meeting
	PLFF Finance Committee Meeting

	PLFF Foundation Committee Meeting
	PLFF Board of Directors Meeting
Jun 28	Placentia Chamber of Commerce Breakfast, installation of officers
	Library Board Work Session on finance and impact fees.
Jun 30	Saturday Manager
	Luncheon for 90th birthday of Library Volunteer Lillian Bart
Jul 9	PLFF Foundation Committee Annual Giving & Donor Event Meeting
Jul 10	PLFF Bookstore Committee
Jul 12	North Orange County Legislative Alliance Meeting to hear presentation on water issues
	PLFF Membership Committee

Staff Meetings:

Jun 20	Acquisitions Staff Meeting (Matas)
	Literacy Staff Meeting (Roberts)
	Program Committee Meeting (Roberts)
	Staff Meeting Agenda is Attachment A (Goodson/Minter)
	Circulation & Passport Staff Meeting (Gomez & Goodson)
Jul 11	Staff Meeting Agenda is Attachment B (Minter & Goodson)
	Program Committee Meeting (Roberts) Reference Desk Staff Meeting (Strazdas)
	Children's Desk Staff Meeting (Gurkweitz)
	Shelver's Meeting (Gomez)
	Circulation Desk Staff Meeting (Gomez)

Managers' Meeting

Jun 20	Agenda and meeting notes are Attachment C
June 27	No Agenda, notes are Attachment D
Jul 3	Agenda and meeting notes are Attachment E

Jun 12 No Agenda, meeting notes not yet available.

Notes from the Sirsi/Dynix Lecture by Stephen Abram at Newport Beach are Attachment F.

STAFF MEETING AGENDA
6-20-07

Topics

- Budget Update 07/08
- Holiday and Library Public Service Schedule
- ABWA Placentia Stars 25th Anniversary Celebration – June 26, 2007

Department Updates

- Public Services
  - Adult (Mary, Kathy)
  - Children's (Caroline & Phyllis)
  - Literacy (Jim, Toby, Nadia, Hilda)
  - History Room (Gary)
- Technology Services
  - Web/Technology (Vernon)
  - Acquisitions (Vernon)
  - Circulation (Yesenia)
- Administrative Services
  - Development/Volunteer Ofc. (Lois)
  - Passports (Wendy)

STAFF MEETING AGENDA
7-11-07

Topics

- Holiday and Library Public Service Schedule Ballot
- Cleaning Service Budget Feedback
- Manager Reorganization
- Ancillary Insurance Update
- Network Lunch Update
- Safety Handout

Department Updates

- Public Services
  - Adult (Mary, Kathy)
  - Children's (Caroline & Phyllis)
  - Literacy (Jim, Toby, Nadia, Hilda)
  - History Room (Gary)
  - Volunteer Svcs. (Lois)
- Technology Services
  - Web/Technology (Vernon)
  - Acquisitions (Vernon)
  - Circulation (Kristen)
- Administrative Services
  - Development (Yesenia)
  - Insurance Update (Wendy)
  - Holiday Schedule (Wendy)

Placentia Library District
Managers Meeting Agenda
June 20, 2007

Jim Roberts, Recorder

1. Communications

   A. Web Site – Vernon

      Update about Charles Rhee on PLFF issues.

      Update on "refreshing" web site look

      Update on Virtual Branch – developing and implementing concept

      Report on Internet Access issues

   B. Community Calendar status report – Jim

   C. Channel 31 status report – Elizabeth

   D. Review of print advertising – Wendy & Jim
      Chamber of Commerce
      Home In Magazine

   E. Building signage – Wendy & Jim
      Banners for booksale, what happened to the Chapman Avenue banner – can we begin to use one there again?
      Internet signs for the outside benches?
      Hours for the History Room?
      Replacement repair of Circ Desk sign.
      Identification of other signage needed—discuss at departmental meetings on June 20 & Jul 11 for report from each department at Manager Meeting on Jul 18.

2. Budget Implementation

   A. Status of staff additions
      Volunteer Coordinator
      Development & Publications Coordinator
      Children's Librarian
      Circ Clerk I
      Tech Services Clerk I

B. Preparation of department goals and projects for FY2007-08 to discuss at departmental meetings on June 20 & Jul 11 for report from each department at Manager Meeting on Jul 18.

C. Discussion of organization chart changes

Passport reassignment
How are we dividing the building maintenance issues – how to handle increased cleaning budget

3. Placentia History Room

A. Status of plans for introducing the new dvd to the public – do we have a date and proposal for sales – inclusion in PLFF Donor Reception -- Jim

B. Recognition of new Placentia History Book and the new dvd by the Library Board -- Jim

4. Upcoming Staff Meetings

A. Discussion about today's meeting – Martin Luther King Holiday exchange for a floating holiday & presentation by National Retirement Services

B. Assignment of conveners for all staff meetings

C. Content/topics for upcoming departmental/area meetings – reports by Managers

5. PLFF update -- Elizabeth

6. Status report on Departmental Projects & Staff Meetings

A. Administration

B. Public Services – what happened to music story time & what will happen with the funding for that program?

C. Technical Services

Minutes
Last Manager's Meeting, Wed., June 20

1. Communications:
   A. Web Site: Vernon.
      Will contact Charles Rhee about PLFF issues.
      Need to name "Virtual Branch."
   B. Community Calendar up and running. Staff needs to give Toby updates by the first Tuesday of the month.
   C. Channel 31 still down.
   D. Advertising. The Library Board approved the ad for the Chamber Newsletter.
   E. Building signage. (1) Jim will check the south side of the Library to seed if there's an adequate place to put up the 2nd monthly book sale sign. Jim will also talk to Nancy about replacing the book sale signs. (2) Vernon will look into internet signs on the outside benches. (3) Wendy will look into an hours sign for the History Room and replacement repair of the Circ Desk. (4) Managers will ask staff for additional signage ideas.

2. Budget implementation
   A. Status of staff. Most new positions will be internal transfers or subs. We will probably advertise for the Circ and Technical Services Clerk positions.
   B. We will discuss department goals and projects at the June 20 and July 11 department meetings.
   C. Organization chart changes. Passports will go to Technical Services and building maintenance will be split between Admin and Tech Services.

3. Placentia History Room
   A. Still no date established to introduce the Placentia flood DVD to the public. It will be included in the PLFF Donor Reception.
   B. Elizabeth wants Jeanette Gardner and Larry DeGraaf invited to the July Library Board meeting to be recognized for their new book, "Early Placentia."

4. Upcoming Staff Meetings
   A. Lengthy discussion on adding Martin Luther King, Jr. as a staff holiday. Managers agreed that the best solutions would be trading one of our floating holidays. The staff will vote on it.
   B. Elizabeth has assigned chairs for all general staff meetings.

5. Dept. Projects and Meetings. All managers agreed that the staff meetings are valuable. Jim was asked about music time and he said it or another children's program will start again, date unknown.

Elizabeth Minter

From: Vernon [vnapier@placentialibrary.org]
Sent: Wednesday, June 27, 2007 2:22 PM
To: 'Elizabeth Minter'; wgoodson@placentialibrary.org; Jim Roberts
Subject: Notes from Manager's meeting

Managers' Meeting June 27, 2007

Wendy absent

1. Elizabeth reviewed her experiences at ALA and distributed various brochures, notes etc
2. Jim to prepare a list of "button" topics after discussion with the Program Committee. Vernon and Wendy asked to contribute ideas, too.

Vernon

Wednesday, June 27, 2007

Placentia Library District
Managers Meeting Agenda
July 3, 2007

Wendy Goodson, Recorder

1. Communications

A. Web Site – Vernon

Update about Charles Rhee on PLFF issues.

Update on "refreshing" web site look.

Update on Virtual Branch – developing and implementing concept

Report on Internet Access issues – Time Warner cable

Updating photos in frame at the Circ desk

B. Community Calendar status report – Jim

C. Channel 31 status report – Elizabeth

D. Review of print advertising – Wendy & Jim
Chamber of Commerce – new ads
Home In Magazine – new ads

E. Building signage – Wendy & Jim
Banners for booksale – PLFF Book Store Committee next Tuesday at 10am
Internet signs for the outside benches?
Hours for the History Room?
Replacement/repair of Circ Desk sign.

F. Children's Story Hour issue – review of issue and discussion about strategy for working with the public

G. Chamber Network luncheons

H. In/Out Board issues

I. Library column for Chamber Newsletter – next one should include announcement of sale of Placentia History & DVD on the flood.

2. Budget Implementation

   A. Status of staff additions
      Volunteer Coordinator
      Development & Publications Coordinator
      Children's Librarian
      Circ Clerk I
      Tech Services Clerk I

   B. Implementation of changes in Passport responsibilities

   C. Changes with Quick Book access

   D. How are we dividing the building maintenance issues – how to handle increased cleaning budget

3. Placentia History Room

   A. Status of plans for introducing the new dvd to the public – do we have a date and proposal for sales – article & sale advertisement for next Notations -- Jim

   B. Recognition of new Placentia History Book and the new dvd by the Library Board at its July meeting – Jim

   C. Celebrating Placentia's Authors – status report

4. Upcoming Staff Meetings

   A. Status on the advisory vote for the Library Board on the Martin Luther King Holiday – exchanging it for a floating holiday

   B. Assignment of conveners for all-staff meetings

   C. Content/topics for upcoming departmental/area meetings – reports by Managers

5. PLFF update -- Elizabeth

6. Status report on Departmental Projects & Staff Meetings

   A. Administration

   B. Public Services

   C. Technical Services

Managers Meeting
July 3, 2007 @ 10:00 am

Present: Minter, Roberts, Napier, Goodson

Recorder: Goodson

Communications

Charless Rhee has made the changes. 990s need to be posted as soon as possible.
Website – still pending
Virtual Branch- word of mouth marketing
Internet access is working with good speed.
Photos in frames @ circ. Yesenia will assigned the contact person for updating the photos.

Community Calendar

There are issues on formatting received from staff. Toby has finished inputting what she received.

Channel 31

Continued hardline issue with Time Warner

Print advertising

SRP West created designs that are being reviewed by Elizabeth.

Building signage

Jim is working on the banners for booksale
Signarama will update and complete all noted signage in and around the library.

Childrens Story Hour

Elizabeth and Jim are responding to the dismissal of Linda Baesler.

Chamber Network Lunch

A schedule has been established to ensure that all library staff attend.

In/Out board issues

Vernon is working with issues.

Library column for newsletter

Elizabeth has been tapped to submit a column for the COC and a separate announcement for the sale of the History Book on the Flood.

Budget implementation

Staff additions are effective July 1, 2007
Volunteer Coordinator P/T – Monroe; Development 30hrs – Gomez; Children's Librarian P/T – Farrell.
Clerk I (3 positions) are posted internally.

California Library Survey – deadline date has been established per CSL office.

Passport changes – effective July 1, 2007 passports are under Technical Services
Quickbooks – Vernon will install multiuser access on EDM & YG compu.

Building maintenance issues – effective July 1, 2007, building issues will be handled by Vernon.

Placentia History Room

EDM & Jim are working on dates for sales and advertisement of the DVD to include in Notations . DVD Price?

Placentia'a Authors – Oct 14, 2007

Staff Meetings

King holiday – ballot to all staff for voting

Convener assignments for all-staff meetings: Vernon & Jim, 1st mtg of month; EDM & Wendy, 2nd mtg of month

PLFF update

PLFF met on June 28 2007. Committees will meet throughout summer. Board is dark until Sep 07.

Status reports

Admin – transition with passport services

Pub svcs – reorganization of space to accommodate Volunteer Svcs.

Tech svcs – finished grant project, get photos on disc, new projector purchase.

Stephen Abram
Sirsi-Dynix Users Group, Newport Beach Public Library
June 2007

Can we articulate how the Library is different from Google?

- Promote the fact that Library databases are not subject manipulated by search engine optimizers.
- By this Fall Google will be the default search optimizer tied to local zip codes.
- 80% of teens have My Space accounts – does Placentia Library have one?
- Most under 30's have instant message accounts – does Placentia Library have one?

What matters most to public library users

- Community
- Learning – only 20% are text-based learners, more are visual learners
- Interaction with staff

[In promoting themselves public libraries need to stress that clients/customers are going to learn and that they are going to be part of the community.]

How are you going to deal with a world where the use is virtual? Or are you planning to serve only those who don't use computers?

- Librarian's core skill is not delivering information – librarians improve the quality of the question and the user experience.
  - Libraries need to improve the portal to portal experience of users.
  - Are you ready to serve the PDA/cell phone user
    - Text messaging
    - Metadata oriented
    - XML oriented portals

- Librarians must learn that when we study something to death, death was not our original goal.

What Stephen foresees:

- Google dominance as the search authority
- Global change – greater emphasis and participation by China, India, Europe, Mid and Eastern Asia
- U.S. Debt changes ($1 Trillion oil deficit is impacting everything globally)
- Major technology shifts (PDA, broadband) (In Europe the average child has 1.2 cell phones)
- Millennials are learning – thinking skills, not factual knowledge.
- Stock Market change is coming faster than ever

Specific things to watch for identified by Sirsi Dynix

- PDAs are changing our world – an e-paper society
- Virtual wireless keyboards (projecting keyboard on a flat surface – the Library has just ordered its first one for demonstration purposes)
- Google phone
- Projector the size of a sugar cube (Phillips)
- eReader from Sony – 25% of Shanghi residents are already using this.
- Credits card with full web browser on it
- Everything is getting smaller – needs XLL on the portals which senses the device that it is going to.
- Virtual branch libraries

Advice from Stephen

- Go XML for personal devices – you need to allow users to go where they want to go – how do you build community interactive paths? – what is the intensity of your home page – you can't make it too simple
- Understand JSR168, Portlets and RSS – what are you going to do when there are 250,000,000 books online – in less than 4 years with the non-fiction coded to chapter & paragraph level
  - "why" and "how" are still questions that need to be answered & interpreted.
  - "what", "where", "who", "when" can be answered by Google
- Get on the Visual, Open URL & Fed Search wagon
- GPS & Broadband – get with it
- Be Library 2.0 – interact and relate – use Myspace
- Get Social – 10 most influential web tools for the 2008 Presidential Election
  - You Tube
  - Second Life
  - My Space
  - Free Brush
  - Wikipedia
  - Ninig
  - Throttle
  - Mozes
  - NowPubli
  - MyBlogLab

- Reorganize – using instant messaging

  - Penn State University
  - New Zealand
  - Thomas Ford Memorial Library

- Get familiar and conversational about

  - Learning 2.0 (see Charlotte/Mechlenburg County (NC) Web Site)
  - Blogging
  - Photos & images
  - RSS & newsreaders
  - Librarian Trading Cards at MySpace or Bacebook
  - Tagging, Folksonomic & Technorati
  - Wikis (reciprocal mentoring)
  - Podcasts, video & downloadable audio

- Build a "Petting Zoo" for staff to experience new media

  - Ipods
  - Mp3 players
  - Video
  - Smart phones
  - Wireless keyboards (including virtual)
  - Streaming media
  - IM groups

Agenda Item 32

TO: Elizabeth Minter, Library Director

FROM: Jim Roberts, Public Services Manager JR

DATE: July 16, 2007

SUBJECT: **Program Committee Report for the month of June.**

ADULT SERVICES

	Jun 05-06	Jun 06-07	YTD 05-06	YTD 06-07
NUMBER OF PROGRAMS	2	2	11	14
NUMBER OF ATTENDEES	60	17	232	271

CHILDREN'S SERVICES

	Jun 05-06	Jun 06-07	YTD 05-06	YTD 06-07
NUMBER OF PROGRAMS	29	26	229	239
NUMBER OF ATTENDEES	1,150	1,262	9,869	8,890

PROGRAM COMMITTEE

	Jun 05-06	Jun 6-07	YTD 05-06	YTD O6-O7
NUMBER OF MEETINGS	2	2	15	20
NUMBER OF ATTENDEES	18	18	105	152
NEWS RELEASES	1	2	8	15

LITERACY SERVICES

	Jun-05-06	Jun-06-07	YTD 05-06	YTD 06-07
Total Tutors	170	77	310	252
Total Students	226	265	354	354
Total Hours	1,610	587	14,617	16,966

For more detailed literacy statistics, see Agenda Item 34, pages 2 of 3 and 3 of 3.

Agenda Item 33

To: Elizabeth Minter, Library Director

From: Caroline Gurkweitz, Children's Librarian

Date: for Board Meeting, July 16, 2007

Subject: June 2007 Activities in the Children's Department

TYPE OF PROGRAM	NUMER OF PROGRAMS	TOTAL ATTENDANCE
Lap Sit 24 months & younger	4	93
Story Time I: 6 years & younger	4	135
Story Time II: 6 years & younger	4	188
SRP Events	2	276
Garnet C. C. event	1	22
Read to the Dogs event	1	44
Conversation Club	4	23
Summer Reading Program Registrations	**Counted once for the month**	490
Total June 2007	21	1271
Total June 2006	29	1767
Current FY to date	292	11,251
Previous FY to date	293	13,491

CHILDREN'S DEPT. REFERENCE STATS					Jun-07
Board Meeting July 16, 2007 Agenda item 33					
DATE	IN-PERSON		PHONE	TOTAL	
closed 1					
2	37		5	42	
3	50		6	56	
4	70		3	73	
5	49		3	52	
6	56		5	61	
7	45		4	49	
closed 8					
9	40		2	42	
10	38		4	42	
11	58		3	61	
12	47		3	50	
13	46		3	49	
14	42		4	46	
closed15					
16	37		3	40	
17	45		5	50	
18	66		9	75	
19	52		7	59	
20	53		7	60	
21	43		6	49	
closed22					
23	39		4	43	
24	47		2	49	
25	70		8	78	
26	61		7	68	
27	55		4	59	
28	44		3	47	
closed29					
30	40		2	42	
TOTAL	1230		112	1342	

Cy

TO: Elizabeth Minter, Library Director

FROM: Jim Roberts, Public Services Manager/Literacy Coordinator

DATE: July 16, 2007

SUBJECT: Placentia Library Literacy Services (PLLS) Activities Report for the month of June.

Tutor Training. There was no tutor training workshop in June.

Placentia Rotary Reading Enrichment Program (PRREP).
The PRREP Clubs at El Dorado High School and Valencia High School ended in late May. We had more than 100 PRREP tutors this past school year.

Update on the three off-site PLLS homework clubs. Both the Topaz-Tuffree Homework Club at Topaz Elementary School and the Homeless Intervention Shelter (H.I.S. House) Homework Club were tremendously successful last school year. Both of them started again this school year on September 18. The Kraemer-Placentia Library Homework Club started on October 30 and has been very successful. All homework clubs are on hold until September 2007.

English Language and Literacy Intensive (ELLI) Program Update. ELLI started again this school year in late September. We were active at three elementary schools--Ruby Drive, Topaz, and Tynes--and we had a total of seventeen tutors working with more than 200 grade school students. Elli is through for the summer and will begin again in the fall.

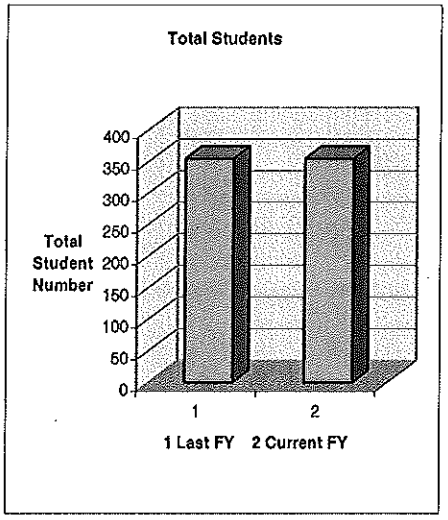
Federal Work Study (FWS). Our FWS partnerships with Financial Aid at Cal State Fullerton and with Western State University College of Law this FY have been very strong. We have already renewed our FWS contract with Western State for FY 2007/08.

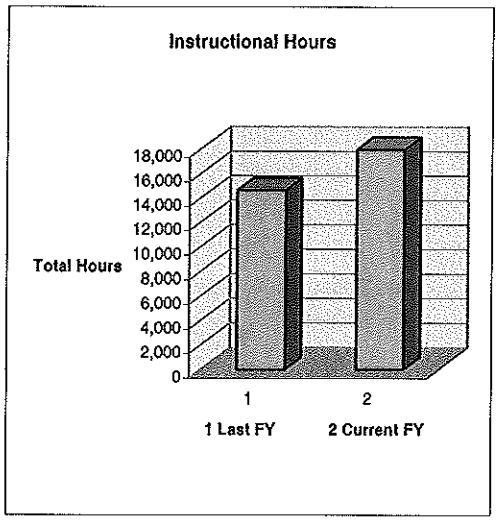
Library Literacy receives a Draper Family Foundation Grant. On June 5, Camille Himes and I received a $10,000 grant from the Draper Family Foundation. This grant program is administered by the Orange County Community Foundation, the first time in recent years that the Library has received a grant handled through them.

Literacy statistics. See Agenda Item 34 Pages 2 of 3, and 3 of 3.

Placenta Library Literacy Services
Report of Growth and Progress

	June 05-06	June 06-07	YTD 05-06	YTD 06-07
Tutors				
Adult	81	55	169	125
Teen	89	27	151	128
Hours Instruction	1,520	587	14,617	16,966
Other Volunteer Hours	120	120	1,260	1,320
Total Hours	1,640	1,650	15,877	18,286
Training Workshops				
Workshops Held	0	1	23	13
Tutors Trained	0	7	181	108
Students				
With Adult Tutors	94	222	201	262
With Teen Tutors	132	43	153	92
In Groups	0	0	0	0
Total Active Students	226	265	354	354
Families for Literacy				
Family Students	5	5	12	6
Family Tutors	5	5	8	6
Hours of Instruction	60	60	760	720
ELLI Program				
K-6th Grade Students	0	0	201	201
Tutors for K-6th Grade	0	0	15	24
Hours of Instruction	0	0	6,487	5,011
Homework Clubs				
On-Site: Students	0	0	569	804
On-Site Tutors	0	0	49	102
Hours of Instruction	0	0	2,300	1,396
H.I.S. House Students	0	0	43	23
H.I.S. House Tutors	0	0	26	26
Hours of Instruction	0	0	1,440	1,300
Topaz Students	0	0	99	203
Topaz Tutors	0	0	45	21
Hours of Instruction	0	0	3,660	10,233
Kraemer Students	NA	NA	NA	362
Kraemer Tutors	NA	NA	NA	27
Hours of Instruction	NA	NA	NA	2,970
Total Tutors	170	77	310	252
Total Students	226	265	354	354
Total Instruction Hours	1,610	1,641	14,617	16,966


Total Students
Total Student Number
400
350
300
250
200
150
100
50
0
1
2
1 Last FY
2 Current FY


Instructional Hours
Total Hours
18,000
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
0
1
2
1 Last FY
2 Current FY

TO: Elizabeth Minter, Library Director

FROM: Mary Strazdas, Librarian MCS

DATE: July 16, 2007

SUBJECT: Reference and Adult Services report for June, 2007

- There were two Program Committee meetings during the month.
- Special library displays included the on-going Placentia Round Table Women's Club Bicentennial quilt. There was also a book display about genealogy. On one side of the trough we featured books about grilling, including webliographies/bibliographies to celebrate National Culinary Arts and Grilling Month. On the other side we included our new Playaways. These recorded books come in MP3 players smaller than a pack of cigarettes; about 1/3 of the titles were already reserved when the display went up. Their convenience should make them very popular. Patrons will only need to supply earphones, and can enjoy listening on their home computers, in their cars, or simply by plugging in to the players.
- David Baumann presented a program called "Series Fiction" that attracted 17 enthusiastic fans of this genre on Monday, June 11. The library offered a bibliography/webliography and Mr. Baumann distributed a timeline. He later invited patrons to select from a table of books and fan magazines he had brought. His talk concentrated on series fiction for children and young people, reflecting on the changes that have come with the years, the genuine authors of many of the books, and why this type of literature has always been popular. He mentioned he had done a similar program here several years ago that had drawn only four people, so he was pleased with the turnout. Dixie Shaw acted as hostess for the evening.
- Upcoming confirmed programs include "Genealogical Database Help" on Tuesday, September 18, presented by Caroline Rober from the Genealogical Society of North Orange County California (GSNOCC); "Animal Care" on Thursday, October 25, with Dr. Paul Evans; "Mastering Midlife" with Dr. Jerry Binder on Monday, November 5; and "True Stories and Other Lies", with Dr. Joseph Arnold, date still to be determined, in January.

Statistical Comparisons at the Reference Desk
June FY 2006/2007

	2006	2007	YTD 05-06	YTD 06-07
Phone Reference Questions	170	188	2,424	2,394
Desk Reference Questions	1,082	2,400	19,264	25,829
E-Mail Reference Questions	6	1	70	8
Ready Reference	37	21	394	250
Instruction	114	199	1,155	2,468
Computer Use	2,771	2,727	31,318	38,109
Reference Books: In-Library Use	3,662	3,428	39,407	44,980
Patron Database Signups	196	N/A	2,523	933

Agenda Item: 36

TO: Elizabeth Minter, Library Director

FROM: Gary Bell, Librarian GB

DATE: July 16, 2007

SUBJECT: History Room report for June

History Room visitors in June: fiscal year: 2006-2007: 0
History Room visitors in June: fiscal year: 2007-2008: 6

The Placentia Library Friends Foundation has approved a proposal to have a celebration of local authors on Heritage weekend. The date for the celebration is October 14th.

Volunteer Larry Cummings continues the organization of photographs and negatives for the History Room collection. The One-Stop agency has reduced his hours to 20 per week. We have expressed our concern about this measure.

Books continue to be ordered and added to the History Room's collection. A new local author, Joann de Matteo has given us a copy of her book, Cranberry Lake, for the local author display.

Local high school yearbooks for the past school year have been obtained for the History Room, thanks to the continuing concerted efforts of Pat Irot. Pat Jertberg and Marie Schmidt continue their work in organizing, filing and cataloging materials that constantly come to the History Room's attention.

Work continues on the new History Room brochure being prepared by Deniene Husted in conjunction with the History Room committee.

LIBRARY WEBSITE TRAFFIC FOR THE FISCAL YEAR 2006-2007 THROUGH THE MONTH OF JUNE 2007

	Jun06	Jul06	Aug06	Sep06	Oct06	Nov06	Dec06	Mar07	Apr07	May07	Jun07	Y-T-D	Average
Unique visitors	1,822	1,865	1,910	1,832	2,035	2,032	1,926	2,569	2,388	2,301	2,218	22,898	2,082
Number of visits	2,966	2,987	3,135	3,062	3,469	3,441	3,056	4,317	4,000	3,925	3,742	38,100	3,464
(visits per visitor)	1.62	1.60	1.64	1.67	1.70	1.69	1.58	1.68	1.67	1.70	1.68		1.66
Pages visited	15,091	16,047	15,571	18,913	23,774	22,888	17,544	20,338	18,835	19,422	17,373	205,796	18,709
(pages per visit)	5.08	5.37	4.96	6.17	6.85	6.65	5.74	4.71	4.70	4.94	4.64		5.44

Pages most viewed

Application for library card	69	40	46	0	0	0	62	0	57	44	99	417	38
Borrowing library materials	136	116	538	122	216	157	96	164	135	117	110	1,907	173
Calendar	298	228	408	252	187	125	2	174	122	109	226	2,131	194
Catalog	502	662	673	628	820	1,119	810	491	604	301	468	7,078	643
Community links	70	75	85	53	71	55	51	66	57	59	64	706	64
Contact Us	122	108	140	108	150	207	118	150	162	169	159	1,593	145
Frequently Asked Questions	223	255	313	266	265	189	183	242	261	233	235	2,665	242
Home page	10,915	12,657	11,394	14,827	18,988	18,073	13,739	14,543	13,008	13,856	12,760	154,760	14,069
Kids page	233	111	191	277	155	238	401	206	178	199	317	2,506	228
Literacy services	57	71	106	70	122	72	42	77	83	72	58	830	75
Passport applications	214	197	205	182	241	175	178	546	444	311	317	3,010	274
Photos (pick of the pics)	n/a	n/a	126	141	173	135	96	159	115	85	92	1,122	125
Searching for information	332	385	37	474	543	642	381	670	626	728	424	5,242	477

ON-LINE REFERENCE USAGE FOR THE FISCAL YEAR 2006-2007 THROUGH THE MONTH OF MAY 2007

Usage statistics for	Jun '06	Jul '06	Aug '06	Sept '06	Oct '06	Nov '06	Dec '06	Jan '07	Feb '07	Mar '07	Apr '07	May '07	Jun '07
General Reference Center	82	94	39	111	104	99	81	39	82	13	25	55	65
Opposing Viewpoints	43	50	32	92	62	27	95	51	94	58	17	33	57
Newsbank -Newspaper search	30	25	6	23	8	52	70	12	6	73	89	149	54
Newsbank -Magazine search	0	0	0	0	0	2	2	0	0	0	0	0	0
L.A Times	7	2	0	0	6	9	8	0	6	23	6	0	0
Wall Street Journal	0	0	47	218	381	6	5	8	20	72	35	17	39
Heritage Quest	1320	1673	1308	1966	6120	8363	5067	9211	2087	2127	7756	6837	1266
Learning Express (Learn a test)	3	3	5	1	2	2	2	13	7	11	14	3	4
Novelist	4	44	0	0	175	1	4	9	1	1	2	10	8
Tumblebooks	177	69	81	252	139	421	864	441	465	388	358	376	486
MorningStar	-	-	-	135	4	15	38	39	303	322	362	494	409
Value Line	-	-	-	-	-	-	-	-	195	30	65	100	3240

Placentia Library District

TO: Elizabeth Minter, Library Director

FROM: Vernon Napier, Technical Services Manager

DATE: July 9, 2007

SUBJECT: Technology Report for June 2007

- Our involvement with the Local History Digital Resource Project has finally come to an end. Soon our efforts will be available on-line. I will advise the Board when the State Library finishes its preparations.
- I have continued reviewing the Library's website with a view to improving its usability and overall appearance.
- A new projector has been purchased for use by the staff and Board.
- We have conducted two interviews (so far) for the recently approved positions.

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Placentia News Weekly MAY 31 2007

Stand-out artists

Winners named in Placentia Art Association's annual show

PLACENTIA NEWS-TIMES

332

Placentia mail carrier Stacy Petrasek has something to write home about.

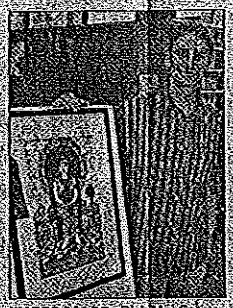
Her watercolor painting "Road to Black Sand" won the annual Members' Art Show sponsored by the Placentia Art Association.

The honors were handed out May 8 at the Placentia Public Library. The show was judged by Bill Wright, an art instructor at El Dorado High School.

Also winning ribbons were Rick MacGregor, who received second place for his painting "Date Palm of Eden," and Dixie Moore, who won third place for her "Tri-City Park."

Other artists receiving honorable mentions include Hal Wightman, Marie Roberts, Diane Kobayama and Nadene Gupill.

BLUE RIBBON ART: Stacy Petrasek, a mail carrier in Placentia, won first place with her



WATERCOLOR: Rick MacGregor's "Date Palm of Eden" received second place.

PHOTOS COURTESY OF HAL WIGHTMAN

PAINT WHAT YOU KNOW: Placentia Art Association President Dixie Moore won third place for her watercolor, "Tri-City Park."

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The Register Daily JUN 08 2007

Father David Baumann to discuss children's fiction Baumann, a longtime collector of children's series fiction will discuss authors and share samples from his personal collection. 7:00 p.m. June 11, Placentia Library, 411 E. Chapman Ave., Placentia. Admission: free. 714-528-1925, www.placentialibrary.net

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Los Angeles Times OC Edition Daily JUN 03 2007

Monday 332

Financial help: Learn how to preserve wealth. Free. 10-11:30 a.m. Newport Beach Public Library, 1000 Avocado Ave. (949) 717-3800.

Summer reading: Preschoolers through 5th graders can read books and win prizes during the Summer Reading Program. Free. 10 a.m.-3 p.m. Placentia Library, 411 E. Chapman Ave. (714) 528-1925 or www.placentialibrary.net

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Los Angeles Times OC Edition Daily JUN 11 2007

Today 332

Children's literature: A discussion on children's series fiction authors. 7 p.m. Free. Placentia Library, 411 E. Chapman Ave. (714) 528-1906.

Parenting seminar: Is Your Teen at Risk? is a forum featuring experts on serious issues and growing trends affecting teens. 6-8 p.m. Capistrano Valley High School, 26301 Via Escolar, Mission Viejo. (949) 364-6100.

Cypress: City Council meeting. 7 p.m. Council chambers, 5275 Orange Ave. (714) 229-6683 or www.ci.cypress.ca.us

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Placentia News Weekly JUN 07 2007

Author reads from autism book

332

Joanna Keating-Velasco, a local author, will read an excerpt from her book about autism and sign copies from 1 to 3 p.m. Sunday at the Placentia Public Library, 411 E. Chapman Ave. The book is "A Is for Autism, F Is for Friend." Velasco works for the Placentia-Yorba Linda Unified School District.

For information call Jeanne Roberts at 714-524-8408, ext. 816.

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The Register
Daily JUN 0 9 2007

GARDEN EVENTS

Editor's Top Pick **Water-Wise Gardening**, 10 a.m. June 9 at Brea Olinda Nursery, 8202 Valencia Ave., Brea. Kent Gordon of Fullerton College will speak on how to keep your garden looking great with minimal water throughout the summer. Free. 714-993-0760 or **http://olindanursery.com**.

Flower Garden and Fine Art Show, 10 a.m.-5 p.m. June 9 and 10 at the Mission San Juan Capistrano, 26801 Ortega Highway, San Juan Capistrano. Features over 70 vendors and exhibitors of flowers, plants and garden items, as well as crafts and fine arts. Music, seminars and food. $6-$7. 949-234-1321.

Spring Into Summer Celebration with a new garden nursery from The Barefoot Gardeners with accessories from the Elegant Garden, including garden art and statuary. 10 a.m.-6 p.m. June 9 and 10 at the Dragonfly Shops and Gardens, 260 N. Glassell St., Orange. 714-289-4689.

Designing and Landscaping with Succulents, 9 a.m. June 9 at Roger's Gardens, 2301 San Joaquin Hills Road, Corona del Mar. A workshop led by horticulturist Rex Yearwood discussing the many varieties and appropriate use of succulents in a garden setting, as well as techniques for incorporating water-wise plants in any landscape. 949-640-5800 or **www.rogersgardens.com**.

Free Composting Workshop, 10-11:30 a.m. June 9 at the Fullerton Arboretum, 1900 Associated Road, Fullerton. Participants will learn how to start their own home composting system. $7, $5/arboretum member, free to residents of Brea, Buena Park, Fullerton, Orange and Santa Ana. 714-278-3579, press 0, or **www.arboretum.fullerton.edu**.

Spring Garden Tour featuring six showplace gardens in San Clemente. 10 a.m.-4 p.m. June 9. $25. Optional $10 prepaid box lunch available. Hosted by the San Clemente Garden Club. Call 949-498-2818 for tickets and meeting location.

June Bloom Perennial Plant Sale, 10 a.m.-4 p.m. June 9 and 10 at The Potting Shed at the Fullerton Arboretum, 1900 Associated Road, Fullerton. Sale proceeds to benefit the arboretum. Free admission. 714-278-3579 or **www.arboretum.fullerton.edu**.

Orange County Bonsai Society 44th annual Bonsai Exhibit, 11 a.m.-4 p.m. June 9 and 10 at the Orange County Buddhist Church, 909 S. Dale Ave., Anaheim. 1 p.m. demonstrations each day, followed by a raffle. Plants, pots and tools available for purchase. Free. 714-553-7516.

Southern California Orchid Species Society monthly meeting, 2 p.m. June 10 at the Placentia Public Library, 411 E. Chapman Ave./Placentia. Free. 714-991-8661.

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Los Angeles Times
OC Edition
Daily JUN 1 3 2007

Orange County calendar of events

Today

Poetry reading: Two Sides of Love: From First Kiss to the Call That Doesn't Come, is a poetry performance by Lee Mallory and Kate Buckley with live music. 8 p.m. Free. Alla Coffee House, 500 31st St., Newport Beach. (949) 675-0233 or (714) 564-6526.

Health seminar: Hear about causes, prevention and treatments for incontinence. 10:30 a.m. Free. Richard Nixon Library & Birthplace, 18001 Yorba Linda Blvd., Yorba Linda. (714) 993-3393, (877) UCI-DOCS or www.uchealth.com.

Summer reading: Children in preschool through sixth grade can read books and win prizes. 10 a.m.-3 p.m. Free. Placentia Library, 411 E. Chapman Ave. (714) 528-1926 or www.placentialibrary.net.

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• **Summer Reading Program** for children pre-school through sixth grade. Kids can read books (or have books read to them) to be eligible for prizes 10:00 a.m. June 16, Placentia Library, 411 E. Chapman Ave., Placentia. Admission: Free. 714-526-1925. www.placentialibrary.net

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PLACENTIA

Financial moves: City Council approved the 2007-2008 budget Tuesday for both the city and Redevelopment Agency, and also hired a new audit for recommended by the Audit Oversight Committee. The final draft of the total city and Redevelopment Agency budget showed $43.8 million in expenditures offset by a projected $44.9 million in revenues. The contract with auditor Vavrinek, Trine, Day & Co. LLP is for $41,340.

Adam Townsend
714-704-3706 atownsend@ocregister.com

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PLACENTIA

Literacy grant: The Draper Family Foundation presented the Placentia Library with a $10,000 grant as part of the "Helping Kids Achieve" program. Components of the library's literacy programs include preparing children to read and teaching them English as a second language. All literacy programs and services are available to the community for free. Information: 714-624-8408 ext. 213.

Adam Townsend
714-704-3706 atownsend@ocregister.com

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ORCHIDS: The Southern California Orchid Species Society's guest speaker Howard Gunn will address "Culture Tricks Including Mounting Orchids" at 2 p.m. July 8. Free. Placentia Library, 411 E. Chapman Ave., Placentia. 714-991-8661.

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The Register Daily JUL 0 3 2007

TEEN WINS STATE PAGEANT

PLACENTIA

Jordan Krinke, Placentia's Outstanding Teen 2007, won the state competition this weekend to become California's Outstanding Teen.

She will compete in the national competition in Orlando, Fla., Aug. 7-11.

Krinke competed against 27 other contestants for the statewide honor. The pageant, held by the Miss America Organization, is in its third year as a national contest. Scoring was based on a talent routine, interview, personal appearance, fitness, academic achievement and the response to an onstage question.

Krinke is a senior at Orange County High School of the Arts.

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Los Angeles Times
OC Edition
Daily JUN 29 2007

For Placentia, the train's blast is past

Quiet zone designation earns the city some respite from blaring alerts of passing trains

By DAVID REYES
Times staff writer

It's been a rough few years in Placentia, an old railroad town that dreamed of carving out trenches for the trains to eliminate the need for engineers to sound their horns as they rolled through town.

After $55 million spent and a near municipal bankruptcy, the trench plans withered and died and two former city leaders were indicted on criminal charges.

Now there's some good news around the bend.

The city has upgraded its railroad crossings and, next week, Placentia will become one of the first cities in Southern California to be designated a quiet zone, which means engineers won't have to sound horns.

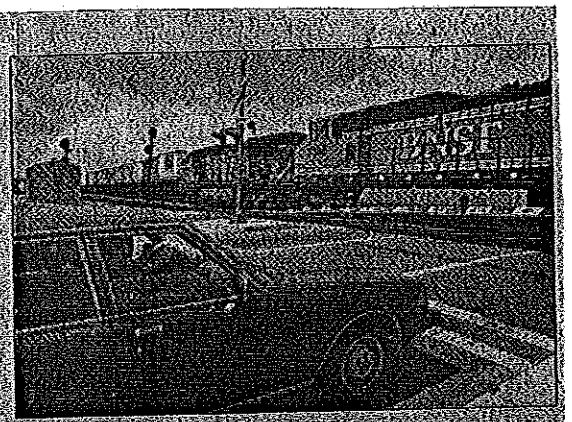
"I think it will be a blessing for our city," said Mayor Constance Underhill. "We have been plagued with more trains that blow their horns going through our city that it has become a big quality of life issue for our city."

Barring last minute hitches, the zone's first day will be the Fourth of July, prompting Underhill to quip, "Great, we get loud booms in the evening but hopefully no train whistles all night."

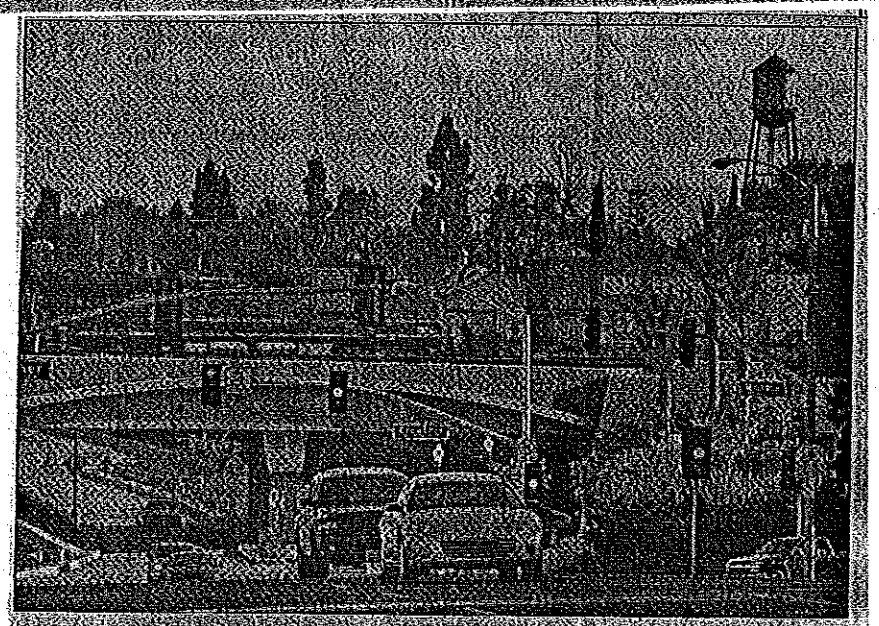
Placentia and Riverside are among six California cities with quiet zones.

The 3½-mile zone runs from Kellogg Drive on the east to Kraemer Boulevard on the west.

[See Trains, Page B8]



IN THE ZONE: The railroad corridor through Placentia will become less noisy July 4, when trains will stop blowing their horns.



ROLLING ALONG: The Melrose Street underpass, constructed as part of Placentia's ill-fated Oil Trac project to rebuild the Burlington Northern Santa Fe corridor, allows vehicle traffic to flow.

Placentia likes the sound of quiet zone

[Trains, from Page B1]
and touches Anaheim and Yorba Linda.

Trains will go through eight crossings that have been upgraded with additional gates, new sidewalks, synchronized traffic signals and other measures to block cars and pedestrians from entering the right-of-way.

Engineers are required to sound their horns — three long and two short blasts — 1,000 feet before reaching a railroad crossing unless a municipality has applied for a quiet zone status and made improvements to intersections, rail officials said.

More than 60 trains daily carry cargo through Placentia from the ports of Los Angeles and Long Beach.

That number is expected to triple by 2020.

The process has taken six years but had the cooperation of Burlington Northern Santa Fe railroad, which owns the corridor, said railroad spokeswoman Lena Kent.

"We have notified our engineers to not blow the whistle beginning on July 4," Kent said.

Engineers of both freight and passenger trains will still have discretion to sound the horn in case of emergency, said Denise Tyrrell, a Metrolink spokeswoman.

"People who live in the nearby neighborhoods need to understand the level of quiet will depend on the behavior of drivers and pedestrians," she said.

Pedestrians who walk across the right-of-way and drivers who ignore the gates leave engineers with few options but to blast the train's horn, she said.

"You can't get off of the way, he can't," she said.

The city accomplished its mission by shelving the controversial OnTrac trench plan, a $850-million project that trained municipal coffers before its demise about three years ago.

That plan would have rebuilt the Burlington Northern corridor through the heart of Old Town Placentia.

With a trench running for miles, the thinking was that engineers wouldn't have to sound their horns, traffic wouldn't pile up at intersections to wait for passing trains, and the bulky boxcars would no longer clutter the city's historic Old Town district.

But the project derailed several years ago because of a $12-million shortfall in state grants, a stable of high-cost consultants and uncertainty over federal funding.

To keep the project going, officials mortgaged city property, auctioned parkland, cut services and sold $72 million in bonds.

Then two former city officials, OnTrac Executive Director Christopher Becker and City Manager Robert D'Amato were indicted on felony conflict-of-interest charges in Orange County Superior Court.

They have denied the allegations. Their trial is scheduled for October.

City activist Craig Green, who co-founded Citizens for a Better Placentia, acknowledged the black eye OnTrac has meant for the city.

Under OnTrac, the city spent $18 million for the Melrose Street underpass and to buy private property to make room for the project.

The new zone, by comparison, cost the city $8.5 million, which brings the price for Placentia's railroad work to more than $70 million, Green said.

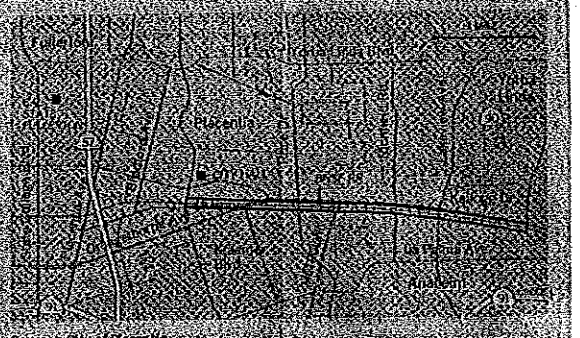
"Getting the quiet zone has been an unbelievable blessing," he said. "It's something the city fought for a long, long time."

david.reyes@latimes.com

Quieter

A 3.6-mile stretch of railroad tracks through Anaheim and Placentia has been designated a quiet zone and engineers will no longer have to sound their horns at railroad crossings.

☐ Railroad quiet zone



Source: City of Placentia

Los Angeles Times

Agenda Item 40

SAFETY COMMITTEE MEETING
JUNE 28, 2007
MINUTES

I. Call to Order: 11:50 P.M.

Members Attending: Katie Matas
Caroline Gurkweitz
Esther Guzman

Members Absent: Wendy Goodson

II. Old Business

1. "Safe Driving" and "Helping Prevent Harmful Conflicts" handouts were distributed at the June 6, 2007 staff meeting.

III. New Business

1. The fire extinguishers were serviced in June. Two new extinguishers were added, one in the Technical Services Manager's office and one in the furnace room.
2. The soap dispenser in the Girls' restroom in the Children's Department leaks. A new dispenser was ordered.

The next meeting will be July 25, 2007 at 11:00 A.M.

Respectfully submitted,

Katie Matas

Katie Matas

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director EDM

SUBJECT: **Legislative Issues and a Review of the Status of the State Budget and State Library Budget**

DATE: July 16, 2007

BACKGROUND

Agenda Item 25 contains information about current legislation affecting independent special districts and libraries.

The State Budget has still not been adopted and there seems to be no movement on it at the present time. The last report that the District received from the California Library Association indicated that there may be an increase in the Public Library Foundation Fund allocation.

There have been no requests for legislative action received during this report period.

The Trustees may report on any contacts they have had with Federal, California or Orange County Legislators.

RECOMMENDATION

Action to be determined by the Library Board of Trustees.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director EDM

SUBJECT: **Approve contract with MuniFinancial in the amount of $10,500 to complete the developer fee process.**

DATE: July 16, 2007

BACKGROUND

At its Work Session on June 28, 2007 the Library Board of Trustees reviewed a proposal from MuniFinancial regarding the preparation of the Impact Fee Documentation for Placentia Library District as described in its MuniFinancial Revised Proposal to the Placentia Library District, Impact Fee Documentation for Library Facilities dated June 18, 2007. The amount quoted for this work is $10,500 plus the cost of any additional engineering analysis/expertise and associated development projections to identify new facilities or update facility cost estimates.

The Library Board needs to determine whether to proceed with its developer fee process and whether to hire MuniFinancial to be its consultant.

RECOMMENDATIONS

1. Approve contract with MuniFinancial in the amount of $10,500 to complete the developer fee process.
2. Authorize the Library Director to sign all contract documents with MuniFinancial on behalf of the Library Board of Trustees.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director

SUBJECT: **Establish the Holiday and Library Public Service Schedule for Calendar Years 2007 and 2008, and Adopt by Resolution 07-09.**

DATE: June 18, 2007

BACKGROUND:

This item was on the Agenda for the May 29, 2007 Library Board of Trustees Meeting and was deferred until the June 18, 2007 Meeting.

This item was on the Agenda for the June 18, 2007 Library Board of Trustees Meeting and was referred back to staff so that statistical information could be provided on the Library attendance on the Saturdays of Monday holiday weekends (President's Day, Memorial Day and Labor Day), and so that staff could be surveyed on their willingness to exchange an existing holiday for Martin Luther King Day.

The Attendance information for Monday Holiday weekends is Attachment A.

The staff responses to the survey regarding the Martin Luther King Holiday are included in Attachment B.

The District's Holiday and Library Closure Schedule is based upon the 12 holidays specified in the Placentia Library District Policy 2030. (Attachment C)

Past practice is that the Library is closed on Easter and the Sunday preceding Monday holidays. These are not paid holidays for the staff and require adjusting the work schedule or use of vacation time.

Staff is recommending that the Library Board consider closing the Library on the Saturday of holiday weekends. These would not be paid holidays for the staff and individuals would need to either take time without pay or use vacation time.

Staff is also recommending the addition of a staff holiday for Martin Luther King Day on the third Monday in January, and that the Library be closed on the Sunday preceding this holiday.

Attachment D is the Proposed Holiday and Public Service Calendar for Calendar Years 2007 and 2008.

Attachment E is Resolution 07-09, establishing the Placentia Library District Holiday Schedule for Calendar Years 2007 and 2008.

RECOMMENDATIONS:

1. Determine whether or not to close on the Saturday preceding a Monday holiday.

2. Determine whether or not to add Martin Luther King Day to the list of staff holidays, and whether or not to close the Library on the Sunday preceding Martin Luther King Day.

3. Finalize the Holiday and Public Service Calendar for Calendar Years 2007 and 2008.

4. Read Resolution 07-09 by Title only: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Establish the Holiday and Library Closure for Calendar Years 2007 and 2008.

5. Adopt Resolution 07-09.

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

_____ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

We should receive the Martin Luther King Holiday in addition to the holidays that are currently entitled to us. There is no reason why we should trade this extremely important holiday for another. Even though there is not a large African American population in this area, Martin Luther King aside from being a very important figure in this nation's history did not only fight for the rights of African americans but for all the people of this great country.

Employee Name Alex Hernandez (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

_____ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

Placentia Library needs to give the staff equal rights opportunity the same any other companys have for there employee's I vote for all Holiday's

Employee Name Esther Guzman (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

✓ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

Employee Name Caroline Gurkweitz (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

X I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

_____ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

I think that it is an important message to the community for the Library Board of Trustees to recognize the Martin Luther King National holiday. In my opinion this has nothing to do with the African-American presence in Pleasanton and everything to do with the City Board's recognition of this iconic national leader in non violent protest and human rights. Awarding this as a holiday should have nothing to do with horse-trading with the staff.

(please do not use my name!)

Employee Name Elizabeth Martin (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

✓ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

MLK Holiday should be an addition

Employee Name Patsy Peterson (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

_____ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

I would like to get all the holidays

Employee Name Hilda Rivera (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

✓ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

Please

Employee Name Nadia Dallstream (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

X I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

_____

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Employee Name KATIE MATAS (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

X I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

I think that the MLK holiday is important enough that we should be closed that day, especially since it is a federal and bank holiday. However, I don't think that we should have to give up another holiday for it, as many other government organizations have as many or more paid holidays as adding an extra holiday would bring us to. Thank you for your consideration in this matter.

Employee Name Kristen Hoffman (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

_____ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

I vote for Martin Luther King Day, As well as the holidays

Employee Name GARY BELL (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

_X_ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

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Employee Name Patricia E Pellow-Hilborne (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

✓ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

We should get the 13 holidays!

Employee Name Yesenia Gomez (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

_____ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

I like Recognition of the King holiday should not have anything to do with trading

Employee Name Wendy Goodson (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

_____ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

I vote to add an additional holiday on MLK Day.

Employee Name KATHY STAYMATES (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

✓ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

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Employee Name B. Rafaei (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

X I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

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Employee Name Patricia Quintana (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

✓ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

I voted for the floating holiday because that was the only viable options. If the option to "vote for the King Holiday" without exchanging a floating holiday had been there, I would have voted for it. Most libraries in OC are closed on Sundays and still have 14-15 holidays. We should get 13 holidays!

Employee Name Jim LaBorts (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

_____ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

I vote to keep the birthday floating holiday and add the King Holiday to the list.

Employee Name Shawn Robison (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

X I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

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Employee Name Estella Mack (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

X I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

_____ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

I'm choosing my vote because this holiday would be of no special value to me - my husband has to work.

However I do see the value in our library being the same as most other libraries - MLK Day is a National Holiday and it would be good to be a part of this.

Employee Name Mary Stroyda (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

✓ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

The King Holiday is celebrated by the Federal, State, and City - we should honor that, too.

It would have been nice to have the King holiday ADDED, instead of exchanged.

Employee Name Toby (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

Placentia Library District
Holiday Attendance Analysis
Fiscal Year 2006-2007

Holiday	Sat Avg for Month	Sat Actual for Holiday Weekend
President's Day	1,880	1,708
Memorial Day	2,251	3,691
Labor Day	1,416	no data
Martin Luther King	1,880	1,648

Fiscal Year 2005-2006

Holiday	Sat Avg for Month	Sat Actual for Holiday Weekend
President's Day	1,726	1,705
Memorial Day	1,298	1,284
Labor Day	967	977
Martin Luther King	1,403	1,250

Holiday and Library Public Service Schedule Ballot

Tally of votes

Leave schedule as-is	Exchange holiday	No vote
2	11	7

Comments/feedback from staff:

- Placentia Library needs to give the staff equal rights and opportunities the same way other companys have for their employees. I vote for all holidays.
- I think that it is an important message to the community for the Library Board of Trustees to recognize the Martin Luther King National Holiday. In my opinion, this has nothing to do with the African American presence in Placentia and everything to do with the Library Board's recognition of this iconic national leader in new violent protest and human rights. Awarding this as a holiday should have nothing to do with horse-trading with the staff.
- Martin Luther King Holiday should be an addition.
- I would like to get all the holidays.
- I think that the MLK holiday is important enough that we should be closed that day, especially since it is a federal and bank holiday. However, I don't think that we should have to give up another holiday for it, as many other government organizations have as many or more paid holidays as adding an extra holiday would bring us to. Thank you for your consideration in this matter.
- We should receive the Martin Luther King Holiday in addition to the holidays that are currently entitled to us. There is no reason why we should trade this extremely important holiday for another. Even though there is not a large African American population in this area, Martin Luther King aside from being a very important figure in this nations history did not only fight for the rights of African Americans but for all the people of this great Country.
- I vote for Martin Luther King Day, as well all the holidays.
- We should get the 13 holidays.
- Recognition of the King Holiday should not have anything to do with trading.
- I vote to add an additional holiday on MLK Day.
- I voted for the floating holiday because that was the only viable option. If the option to "vote for the King Holiday" without exchanging a floating holiday had been there, I would have voted for it. Most Libraries in O.C. are closed on Sunday and still have 14-15 holidays. We should get 13 holidays!
- I vote to keep the birthday floating holiday and add the King Holiday to the list.
- I'm choosing my vote because this holiday would be of no special value to me - my husband has to work. However, I do see the value in our library being the same as most other libraries – MLK Day is a National Holiday and it would be good to be a part of this.
- The King Holiday is celebrated by the Federal, State, and City – we should honor that, too. It would have been nice to have the King Holiday ADDED instead of exchanged.

BALLOT FOR PROPOSED HOLIDAY AND LIBRARY PUBLIC SERVICE SCHEDULE 2007-2008

_____ I vote to leave the Holiday and Public Services Schedule as listed in the Personnel Handbook.

_____ I vote to exchange the birthday floating holiday for the King Holiday.

Please write additional comments or feedback below:

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Employee Name _____ (required to ensure that everyone is accounted for)

PLEASE RETURN TO WENDY AS SOON AS POSSIBLE

Placentia Library District

POLICY HANDBOOK

POLICY TITLE: **Holidays**
POLICY NUMBER: **2030**

2030.1 This policy will apply to all regular full-time and part-time employees who work twenty hours or more per week.

2030.2 The following days will be recognized and observed as paid holidays:

New Years Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day
2 Floating Holidays, one accrued in April and one accrued in October on the second pay period of the month.

2030.3 All regular work will be suspended and employees will receive one-day's pay for each of the holidays listed above. An employee is eligible for any paid holiday if he/she works the day before and the day after said holiday. Eligibility is also granted if the employee is on vacation or has notified his/her supervisor and the Library Director and received permission to be absent from work on that specific day or days.

2030.4 Holiday hours are based on an eight hour day of a forty (40) hour work week. Employees working less than forty (40) hours per week will receive a pro-rata allocation of holiday hours.

2030.5 When a holiday falls on an employee's day off or when the Library is closed, the employee will request any day during the work week of the holiday, approved by his/her scheduling supervisor, to compensate for this holiday.

2030.6 Placentia Library is closed on the Sundays preceding Monday holidays. The Sunday closings are not paid leave. Staff may either take vacation time or schedule the hours on other days during that workweek.

2030.7 If any employee works on any of the holidays listed above, excluding floating holidays, he/she will be paid for all hours worked at the rate of time and one-half (1½) his/her regular rate of pay, or as otherwise specified under Policy #2010, "Hours of Work and Overtime."

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

Placentia Library District
Holiday and Library Public Service Schedule
2007

Paid staff holidays are indicated in bold type and unpaid Library closures are indicated in regular type.

Placentia Library District Offices and Library will be closed:

New Year's Day	**Monday**	**January 1**
Day before Monday Holiday	Sunday	February 18
President's Day	**Monday**	**February 19**
Easter	Sunday	April 8
Day before Monday Holiday	Sunday	May 27
Memorial Day	**Monday**	**May 28**
Independence Day	**Wednesday**	**July 4**
Day before Monday Holiday	Sunday	September 2
Labor Day	**Monday**	**September 3**
Day before Monday Holiday	Sunday	November 11
Veteran's Day (Legal Holiday)	**Monday**	**November 12**
Thanksgiving Day	**Thursday**	**November 22**
Day before Monday Holiday	Sunday	December 23
Christmas Eve Day	**Monday**	**December 24**
Christmas Day	**Tuesday**	**December 25**
Day before Monday Holiday	Sunday	December 30
New Year's Eve Day	**Monday**	**December 31**

Placentia Library District
Holiday and Library Public Service Schedule
2008

(Without Saturday Holiday Closings)

Paid staff holidays are indicated in bold type and unpaid Library closures are indicated in regular type.

Placentia Library District Offices and Library will be closed:

New Year's Day	**Tuesday**	**January 1**
Day before Monday Holiday	Sunday	January 20
Martin Luther King Day	**Monday**	**January 21**
Day before Monday Holiday	Sunday	February 17
President's Day	**Monday**	**February 18**
Easter	Sunday	March 23
Day before Monday Holiday	Sunday	May 25
Memorial Day	**Monday**	**May 26**
Independence Day	**Friday**	**July 4**
Day before Monday Holiday	Sunday	August 31
Labor Day	**Monday**	**September 1**
Veteran's Day	**Tuesday**	**November 11**
Thanksgiving Day	**Thursday**	**November 27**
Christmas Eve Day	**Wednesday**	**December 24**
Christmas Day	**Thursday**	**December 25**
New Year's Eve Day	**Wednesday**	**December 31**

Placentia Library District
Holiday and Library Public Service Schedule
2008

(With Saturday Holiday Closings)

Paid staff holidays are indicated in bold type and unpaid Library closures are indicated in regular type.

Placentia Library District Offices and Library will be closed:

New Year's Day	**Tuesday**	**January 1**
Saturday before a Monday Holiday	Saturday	January 19
Day before Monday Holiday	Sunday	January 20
Martin Luther King Day	**Monday**	**January 21**
Saturday before a Monday Holiday	Saturday	February 16
Day before Monday Holiday	Sunday	February 17
President's Day	**Monday**	**February 18**
Easter	Sunday	March 23
Saturday before a Monday Holiday	Saturday	May 24
Day before Monday Holiday	Sunday	May 25
Memorial Day	**Monday**	**May 26**
Independence Day	**Friday**	**July 4**
Saturday before a Monday Holiday	Saturday	August 30
Day before Monday Holiday	Sunday	August 31
Labor Day	**Monday**	**September 1**
Veteran's Day	**Tuesday**	**November 11**
Thanksgiving Day	**Thursday**	**November 27**
Christmas Eve Day	**Wednesday**	**December 24**
Christmas Day	**Thursday**	**December 25**
New Year's Eve Day	**Wednesday**	**December 31**

RESOLUTION 07-09

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE PLACENTIA LIBRARY DISTRICT OF ORANGE COUNTY TO ESTABLISH THE HOLIDAY AND LIBRARY CLOSURE SCHEDULE FOR CALENDAR YEARS 2007 AND 2008

WHEREAS, Section 19469 of the Education Code of the State of California establishes that the Board of Library Trustees shall designate the hours during which the Library shall be open for the use of the public;

BE IT RESOLVED, that the Placentia Library District of Orange County Board Of Trustees established its Holiday Schedule for Calendar Years 2007 and 2008 dated July 16, 2007.

AYES:

NOES:

ABSENT:

ABSTAIN:

State of California)
)ss.
County of Orange)

I, Jean Turner, Secretary of the Board of Trustees of the Placentia Library District of Orange County hereby certify that the above and foregoing Resolution was duly and regularly adopted by the Board of Trustees at a Regular Meeting hereof held on the sixteenth day of July 2007.

IN WITNESS THEREOF, I have hereunto set my hand and seal this sixteenth day of July 2007.

_____
Jean Turner, Secretary
Placentia Library District Board of Trustees

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director EDM

SUBJECT: **Authorize Staff Appreciation Dinner**

DATE: July 16, 2007

BACKGROUND:

At its meeting on May 29, 2007 the Library Board of Trustees authorized a staff appreciation dinner for 2007 and invited the Placentia Library Friends Foundation Board of Directors to co-sponsor the event. At its meeting on June 27, 2007 the PLFF Board approved its participation.

Trustee Wood was appointed the Chairman of the Staff Appreciation Dinner by the Library Board..

Trustee Wood will make a status report on the plans for the Staff Appreciation Dinner.

RECOMMENDATION:

Action to be determined by the Library Board of Trustees.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director EDM

SUBJECT: **Approval of the Sixth (6th) Amended Joint Powers Authority (JPA) for the Special District Risk Management Authority (SDRMA) for the purpose of creating financial equity between the members for SDRMA and the California Special District Association (CSDA) members who do not participate in SDRMA's programs.**

DATE: July 16, 2007

BACKGROUND

The California Special Districts Association (CSDA) and the Special District Risk Management Authority (SDRMA) are requesting Placentia Library District's approval of the Sixth Amendment of the Joint Powers Authority (JPA) that governs SDRMA. The letter requesting the District's approval is Attachment A.

The amendment will eliminate the SDRMA administrative fee presently paid to CSDA. The full text of the Sixth Amended Joint Posers Agreement Relating to the Special District Risk Management Authority is Attachment B.

Placentia Library District 08-01, A Resolution of the Board of Trustees of the Placentia Library District of Orange County Approving the Form of and authorizing the Execution and Delivery of a Sixth Amended Joint Powers Agreement Relating to the Special District Risk Management Authority, is Attachment C.

RECOMMENDATION

1. Approve the form or and authorize the executing and delivery of a Sixth Amended and Restated Joint Powers Agreement for the Special District Risk Management Authority.

2. Read Resolution 08-01 by title only: A Resolution of the Board of Trustees of the Placentia Library District of Orange County Approving the Form of and authorizing the Execution and Delivery of a Sixth Amended Joint Powers Agreement Relating to the Special District Risk Management Authority.

3. Adopt Resolution 08-01 by roll call vote.

4. Authorize President Shkoler and Secretary Turner to sign the signature page (page 17) of the 6th Amended JPA.

Special District Risk
Management Authority

Maximizing Protection.
Minimizing Risk.

1112 I Street, Suite 300
Sacramento, California 95814-2865
T 916.231.4141
F 916.231.4111
Toll-free 800.537.7790
www.sdrma.org

May 10, 2007

Mr. Al Shkoler
Board President
Placentia Library District
411 East Chapman Avenue
Placentia, California 92870-6198

Dear Mr. Shkoler;

We are writing to ask for your agency's approval of the enclosed proposed amendments to the Special District Risk Management Authority Joint Powers Agreement.

The California Special Districts Association (CSDA) endorses the proposed amendments to the Special District Risk Management Authority (SDRMA) Joint Powers Agreement (JPA). The CSDA Board of Directors and the SDRMA Board of Directors encourage your agency's governing body to vote "aye" on the amendments.

Since SDRMA's inception in 1986, there has been a provision in the JPA that specified, in addition to the CSDA membership dues, SDRMA would pay an annual administrative fee to CSDA. The annual amount paid to CSDA is calculated on 1% of the member's net annual premium. Now that both CSDA and SDRMA have grown into strong, highly developed organizations the time has come for the JPA to reflect this important change. The JPA amendment that is being proposed and recommended would eliminate the administrative fee payment provision to CSDA.

The amendment is in the best interest of the membership of both organizations and moves the organizations toward a definable fee for service business approach that will strengthen our collective commitment to provide our members with the highest quality programs, delivered in the most cost-effective manner.

It is important that you, as a participating member, be able to exercise control of the program through the JPA and SDRMA's Board of Directors. Accordingly, please vote in favor of the proposed amendments. On behalf of the Board of Directors of CSDA and SDRMA we want to thank you for your agency's membership in our programs and for your timely response.

Thank you.

Sincerely,

Ken Sonksen, President
SDRMA Board of Directors

Sincerely,

John R. Fox, President
CSDA Board of Directors

SIXTH AMENDED
JOINT POWERS AGREEMENT

RELATING TO THE

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Adopted	August 1, 1986
1st Amended	February 5, 1988
2nd Amended	March 31, 1990
3rd Amended	July 1, 1993
4th Amended	February 9, 1998
5th Amended and Restated	
- Approved	March 24, 2003
- Effective	July 1, 2003
6th Amended	October , 2007

JOINT POWERS AGREEMENT - TABLE OF CONTENTS

SIXTH AMENDED JOINT POWERS AGREEMENT RELATING TO THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

THIS SIXTH AMENDED JOINT POWERS AGREEMENT (the "Agreement") is made and entered into by and among the public agencies (the "Members") organized and existing under the laws of the State of California, which are signatories to this Agreement.

RECITALS

WHEREAS, California Government Code Section 6500 *et seq.* (the "Act") provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700(c) permits pooling by public agencies of self insurance for Workers' Compensation liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties to this Agreement desire to join together for the purposes set forth in Article 2 hereof, including establishing pools for self-insured losses and purchasing Excess or Re-Insurance and administrative services in connection with joint protection programs (the "Programs") for members of the California Special Districts Association ("CSDA"); and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so; and

WHEREAS, the Members have previously executed that certain Fifth Amended and Restated Joint Powers Agreement (the "Original JPA"), which Original JPA the Members desire to amend and restate by this Agreement; provided that such amendment and restatement shall not affect the existence of the Authority; and

WHEREAS, CSDA exists to assist and promote special districts, and has been responsible for the original creation of the Special District Risk Management Authority ("Authority") and Special District Workers Compensation Authority ("SDWCA"), and determined the consolidation of SDWCA and the Authority on July 1, 2003 was in the best interests of special districts and other public agencies throughout the State.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

Article 1. Definitions. The following definitions shall apply to the provisions of this agreement:

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended or supplemented.

"Alliance Executive Council" means the council organized pursuant to the MOU.

"Assessment" means an additional amount, in addition to the Member's or Former Member's original contribution, which the Board of Directors determines in accordance herewith and/or with the Bylaws that a Member or Former Member owes on account of its participation in a Program for a given Program year.

"Authority" shall mean the Special District Risk Management Authority created by the original version of this Agreement.

"Board of Directors" or "Board" shall mean the governing body of the Authority.

"Bylaws" means the Bylaws of the Authority adopted by the Board of Directors, as they may be amended from time to time.

"Chief Executive Officer" shall mean that employee of the Authority who is so appointed by the Board of Directors.

"Claim" shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Programs approved by the Board of Directors.

"Contribution" means the amount determined by the Board of Directors to be the appropriate sum which a Member should pay at the commencement of or during the Program Year in exchange for the benefits provided by the Program.

"Coverage Documents" shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Program.

"CSDA" means the California Special Districts Association.

"District" shall mean a special district, public agency or public entity within the State of California which is both a Member of the CSDA and a signatory to this Agreement.

"Duly Constituted Board Meeting" shall mean any Board of Directors meeting noticed and held in the required manner and at which a Quorum was determined to be present at the beginning of the meeting.

"Estimated Contribution" means the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Program for a Program Year.

"Excess or Re-Insurance" shall mean that insurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses during a single year in excess of the self-insurance retention maintained by the Authority.

"Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the Authority.

"Former Member" shall mean a District which was a signatory to the Agreement but which has withdrawn from, or been involuntarily terminated from participating in, the Authority.

"Joint Protection Program" means a Program offered by the Authority, separate and distinct from other Programs, wherein Members will jointly pool their losses and claims, jointly purchase Excess or Re-Insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

"Member" shall mean a signatory to this Agreement, which is qualified as a Member under the provisions of this Agreement and the Bylaws.

"MOU" means the Memorandum of Understanding - Alliance Executive Council, dated as of September 20, 2001, among the Authority, CSDA, the CSDA Finance Corporation and SDWCA.

"Program" or "Programs" means the specific type of protection plan as set forth in the terms, conditions and exclusions of the Coverage Documents for self-insured losses, and the purchasing of Excess or Re-Insurance and administrative services.

"Program Year" shall mean a period of time, usually 12 months, determined by the Board of Directors, in which a Program is in effect.

"Retained Earnings," as used herein, shall mean an equity account reflecting the accumulated earnings of a Joint Protection Program.

"SDWCA" means the Special Districts Workers Compensation Authority, and its successors or assigns.

Article 2. <u>Purposes</u>. This Agreement is entered into by the Members pursuant to the provisions of California Government Code section 990, 990.4, 990.8 and 6500 *et seq.* in order to provide, subject to the provisions of the Coverage Documents, economical public liability and workers' compensation coverage, or coverage for other risks which the Board of Directors may determine.

Additional purposes are to reduce the amount and frequency of losses, and to decrease the cost incurred by Members in the handling and litigation of claims. These purposes shall be

accomplished through the exercise of the powers of such Members jointly in the creation of a separate entity, the Special District Risk Management Authority (the "Authority"), to establish and administer Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion, at a subsequent date, and subject to approval by the Board of Directors, of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and Members of the Authority.

Article 3. Parties to Agreement. Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the withdrawal from or cancellation of membership by any Member, pursuant to Articles 19 and 20 or otherwise, shall not affect this Agreement nor such party's intent, as described above, to contract with the other remaining parties to the Agreement.

Article 4. Term of Agreement. This Agreement shall become effective as to existing Members of the Authority as set forth in Article 33 hereof. This Agreement shall continue thereafter until terminated as hereinafter provided. This Agreement shall become effective as to each new Member upon: (i) approval of its membership by the Board of Directors, (ii) the execution of this Agreement by the Member, and (iii) upon payment by the Member of its initial Contribution for a Program. Any subsequent amendments to the Agreement shall be in accordance with Article 27 of this Agreement.

Article 5. Creation of Authority. Pursuant to the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Special District Risk Management Authority. Pursuant to Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority, including but not limited to, debts, liabilities and obligations of any of the Programs shall not constitute debts, liabilities or obligations of any party to this Agreement or to any Member or Former Member.

The Authority is not an insurer, and the coverage programs offered by the Authority do not provide insurance, but instead provide for pooled joint protection programs among the members of the Authority. The Joint Protection Programs offered by the Authority constitute negotiated agreements among the Members which are to be interpreted according to the principles of contract law, giving full effect to the intent of the Members, acting through the Board of Directors in establishing the Programs.

Article 6. Powers of Authority. (a) The Authority shall have all of the powers common to Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

(1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former

Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;

(2) to accept an assignment from SDWCA of all its assets, obligations and liabilities prior to the dissolution of SDWCA (including claims and contracts in existence prior to such dissolution) in order to benefit the Members or Former Members participating in the SDWCA workers compensation program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be co-mingled and shall be separately accounted for as provided for in this Agreement and the Bylaws.

(3) to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;

(4) to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;

(5) to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;

(6) to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities

(7) to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;

(8) to employ agents and employees, and/or to contract for such services;

(9) to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;

(10) to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;

(11) to sue and be sued in its own name;

(12) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act; and

(13) to exercise all powers and perform all acts as otherwise provided for in the Bylaws.

(b) Said powers shall be exercised pursuant to the terms hereof, in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

Article 7. Board of Directors. Subject to the limitations of this Agreement and the laws of the State of California, the powers of this Authority shall be vested in and exercised by, and its property controlled and its affairs conducted by, the Board of the Authority, which is hereby established and designated as the agency to administer this Agreement pursuant to Section 6506 of the Act. The powers of the Authority shall be exercised through the Board of Directors, who may, from time to time, adopt and modify Bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The officers of the Board shall be as set forth in the Bylaws.

So long as the MOU has not been terminated or the Authority has not withdrawn from the MOU, the Board of Directors shall be composed of seven (7) directors elected by the Member entities who have executed the current operative Agreement and are participating in a Joint Protection Program. The terms of directors, procedures for election of directors, procedures for meetings and provisions for reimbursement of Director expenses shall be as set forth in the Bylaws. Each Member of the Board of Directors shall have one vote. Each Member of the Board shall serve as set forth in the Bylaws.

So long as the Authority is a participant in the MOU, the Board of Directors of the Authority shall appoint three (3) members of its board to serve as members of the Alliance Executive Council. No member of the Board of Directors of the Authority shall serve as a director on any other board of directors of an entity or organization that is a signatory to the MOU during the term of the MOU. In the event a director is elected to such a board, that director shall immediately resign from the Board of Directors of the Authority.

In the event SDRMA withdraws from the MOU, the Board of Directors of the Authority shall consist of those seven (7) Directors who hold seats on the Authority's Board of Directors at the time of the withdrawal and who were duly appointed by the Board, or elected or re-elected by the Member entities of SDRMA plus the additional directors appointed by CSDA as provided in Article 25.

Article 8. Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 *et seq.*

Article 9. Powers of the Board of Directors. The Board of Directors shall have such powers and functions as provided for pursuant to this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to, the following:

(a) to determine details of and select the Program or Programs to be offered, from time to time, by the Authority;

(b) to determine and select all insurance, including Excess or Re-insurance, necessary to carry out the programs of the Authority;

(c) to contract for, develop or provide through its own employees various services for the Authority;

(d) to prepare or cause to be prepared the operating budget of the Authority for each fiscal year;

(e) to receive and act upon reports of committees and from the Chief Executive Officer;

(f) to appoint staff, including a Chief Executive Officer, and employ such persons as the Board of Directors deems necessary for the administration of this Authority;

(g) to direct, subject to the terms and conditions of the Coverage Documents, the payment, adjustment, and defense of all claims involving a Member during their period of membership in and coverage under a Program;

(h) to fix and collect Contributions and Assessments for participation in the Programs;

(i) to expend funds of the Authority for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may be hereafter amended;

(j) to purchase excess insurance, liability insurance, stop loss insurance, officers and directors liability insurance, and such other insurance as the Authority may deem necessary or proper to protect the Program, employees of the Authority and employees of the Members;

(k) to defend, pay, compromise, adjust and settle all claims as provided for in the Coverage Documents;

(l) to obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds for the Authority;

(m) to establish policies and procedures for the operation of the Authority and the Programs;

(n) to engage, retain, and discharge agents, representatives, firms, or other organizations as the Board of Directors deems necessary for the administration of the Authority;

(o) to enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of the Authority;

(p) to acquire, hold, lease, manage and dispose of, as provided by law, any and all property necessary or appropriate to carry out the purposes and functions of the Authority;

(q) to transact any other business which is within the powers of the Board of Directors;

(r) to invest funds on hand in a manner authorized by law, the Agreement and the Bylaws;

(s) to provide financial administration, claims management services, legal representations, safety engineering, actuarial services, and other services necessary or proper to carry out the purposes of the Authority either through its own employees or contracts with one or more third parties;

(t) to exercise general supervisory and policy control over the Chief Executive Officer;

(u) to establish committees and sub-committees as it deems necessary to best serve the interests of the Authority; and

(v) to have such other powers and functions as are provided for pursuant to the Act, this Agreement or necessary or appropriate to fulfill the purpose of this Agreement and the Bylaws.

Article 10. Officers of the Authority. The officers of the Authority shall be as set forth in the Bylaws. The Board may elect or authorize the appointment of such other officers than those described in the Bylaws as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board, from time to time, may authorize or determine.

Any officer may be removed, either with or without cause, by a majority of the directors of the Board at any regular or special meeting of the Board. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board may delegate the powers and duties of such office to any officers or to any Members of the Board until such time as a successor for said office has been appointed.

Article 11. Provision for Bylaws. The Board shall promulgate Bylaws to govern the day-to-day operations of the Authority. The Board may amend the Bylaws from time to time as it deems necessary, and as provided in the Bylaws. Each Member shall receive a copy of any Bylaws and agrees to be bound by and to comply with all of the terms and conditions of the Bylaws as they exist or as they may be modified. The Bylaws shall be consistent with the terms of this Agreement. In the event any provision of the bylaws conflicts with a provision of this Agreement, the provision contained in this Agreement shall control.

Article 12. [Reserved].

Article 13. Coverage Programs.

(a) The Authority shall maintain such types and levels of coverage for Programs as determined by the Board of Directors. Such coverage may provide for binding arbitration before an independent arbitration panel of any disputes concerning coverage between the Authority and a Member.

(b) The coverage afforded under one or more Programs may include protection for general liability, auto liability, property, boiler and machinery, public officials errors and omissions, employment practices, employee benefits liability coverage, employee dishonesty coverage, public officials personal liability coverage and workers' compensation, as well as coverage for other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Program.

(c) The Board of Directors may arrange for group policies to be issued for Members, their board members and employees interested in obtaining additional coverage, at an appropriate additional cost to those participating Members.

(d) The Board of Directors may arrange for the purchase of Excess or Re-Insurance. The Authority shall not be liable to any Member or to any other person or organization if such excess or reinsurance policies are terminated, canceled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type of coverage afforded under a program by reason of any change in coverage in a succeeding excess or reinsurance policy, even if such reduction occurs without prior notice to one or more Members.

Article 14. Implementation of the Programs. The Board of Directors shall establish the coverage afforded by each Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of claims, and specify the amounts and types of Excess or Re-Insurance to be procured. The Contributions and Assessments for each Program shall be determined by the Board of Directors as set forth herein, in the Bylaws or in the operating policies established for a Program.

Article 15. Accounts And Records.

(a) **Annual Budget.** The Authority shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Joint Protection Program.

(b) **Funds and Accounts.** The Authority shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Program, including Joint Protection Programs. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.

(c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, the Authority shall have the power to invest any money in the treasury that is not required for the immediate necessities of the Authority, as the Board determines is advisable, in the same manner as local agencies pursuant to

California Government Code Sections 53601 *et seq.* (as such provisions may be amended or supplemented).

(d) **No Commingling.** The funds, reserves and accounts of each Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be fairly and equitably allocated among Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but a separate accounting shall be made for balances of individual funds and Program revenues and expenses.

(e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of the Authority, in the manner set forth in the Bylaws.

Article 16. Services Provided by the Authority. The Authority may provide, at the sole discretion of the Board of Directors, the following services in connection with this Agreement:

(a) to provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as excess coverage, re-insurance and umbrella insurance, by negotiation or bid, and purchase;

(b) to assist Members in obtaining insurance coverage for risks not included within the coverage of the Authority;

(c) to assist risk managers with the implementation of risk management functions as it relates to risks covered by the Programs in which the Member participates;

(d) to provide loss prevention and safety consulting services to Members;

(e) to provide claims adjusting and subrogation services for Claims covered by the Programs;

(f) to provide loss analysis and control by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;

(g) to review Member contracts to determine sufficiency of indemnity and insurance provisions when requested;

(h) to conduct risk management audits relating to the participation of Members in the Programs; and

(i) to provide such other services as deemed appropriate by the Board of Directors.

Article 17. Responsibilities of Members. Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in, this Agreement:

(a) Each Member shall designate a person to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.

(b) Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning unsafe practices and/or hazard mitigation.

(c) Each Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Program in which it participates to insure accuracy of the Authority's loss reporting system, unless it is no longer deemed necessary by the Board of Directors.

(d) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified period set forth in the invoice, or as otherwise may be set forth herein or in the Bylaws. After withdrawal or termination, each Former Member or its successor shall pay promptly to the Authority its share of any additional Contribution, adjustments or Assessments, if any, as required of it by the Board of Directors under Article 21 or 22 of this Agreement or the Bylaws.

(e) Each Member or Former Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Programs under this Agreement in which the Member or Former Member participates or has participated.

(f) Each Member or Former Member shall in any and all ways cooperate with and assist the Authority and any insurer of the Authority, in all matters relating to this Agreement and covered claims.

(g) Each Member or Former Member will comply with all Bylaws, rules and regulations adopted by the Board of Directors.

(h) Each Member shall remain a member in good standing of CSDA.

Article 18. New Members. The Authority shall allow entry into its Programs of new Members only upon approval of the Board, with any conditions or limitations as the Board deems appropriate. In order to become a Member and remain a Member, any District must be a member in good standing of CSDA, shall participate in at least one (1) Joint Protection Program and shall be authorized to exercise the common powers set forth in this Agreement.

Article 19. Withdrawal.

(A) Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

(i) The Member has been a signatory to this Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;

(ii) The Member submits a written withdrawal notification in accordance with the Bylaws;

(iii) In order to withdraw from the agreement the member must have completed the three (3) full program year participation requirement for each Joint Protection Program the member participated in at the time of withdrawal.

(B) Any Member may voluntarily withdraw from any particular Joint Protection Program; and

(i) It has participated in such Joint Protection Program for at least three (3) full Program Years;

(ii) it is a participant in another Joint Protection Program; and

(iii) the Member submits a written withdrawal notification in accordance with the Bylaws.

(C) In the event that the three year participation requirement as required by (A)(i) or (B)(i) as to any such Joint Protection Program above has not been met, for each Program the withdrawing Member participated in at the time of its withdrawal, for less than three years such withdrawing member shall be obligated to pay all Contributions and Assessments as if that Member had remained in each such Program for the full three years from the inception of its membership in the Authority.

(D) In the event that the notice is not provided as required by (A)(ii) or (B)(iii) above, any such withdrawing Member shall, with respect to each Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

(E) A Member may withdraw from any Program (other than a Joint Protection Program) as provided by the Coverage Documents relating to such Program.

(F) Withdrawal of one or more Members shall not serve to terminate this Agreement.

(G) A Member may not withdraw as a party to this Agreement until it has withdrawn, as provided in the Bylaws from all of the Programs of the Authority.

Article 20. <u>Involuntary Termination</u>.

(a) Notwithstanding the provisions of Article 19, the Authority shall have the right to involuntarily terminate any Member's participation in any Program, or terminate membership in the Authority, as provided in the Bylaws.

(b) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's Programs, may be involuntarily terminated at the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the

discretion of the Board of Directors, to place coverage elsewhere. Any such involuntary termination shall not relieve the Member or Former Member of its responsibilities as provided for in Articles 17 or 21.

Article 21. Effect of Withdrawal or Involuntary Termination. The withdrawal from or involuntary termination of any Member from this Agreement shall not terminate this Agreement, and such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid, or donated by the Member to the Authority, or to any return of any loss reserve contribution, or to any distribution of assets (except payment of any Retained Earnings, as set forth in the following paragraph).

The withdrawal from or involuntary termination of any Member after the effective date of any Program shall not terminate its responsibility to pay its unpaid Contribution adjustments, or Assessments to such Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of contribution or assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made by the Board of Directors until all Claims, or other unpaid liabilities, have been finally resolved. In connection with this determination, the Board of Directors may exercise similar powers to those provided for in Article 22(b) of this Agreement, or as otherwise set forth in the Bylaws. Upon such withdrawal from or cancellation of participation in any Program by any Member, said Member shall be entitled to receive its pro rata share of any Retained Earnings declared by the Board of Directors after the date of said Member withdraws or is involuntarily terminated.

Article 22. Termination and Distribution; Assignment.

(a) This Agreement may be terminated any time with the written consent of two-thirds of the voting Members; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of net assets and all other functions necessary to wind up the affairs of the Authority.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members or Former Members, including those which were signatory hereto at the time the subject Claims arose or was/were incurred, to pay any Assessment in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws. A Member or Former Member's Assessment shall be determined as set forth in the Bylaws or the applicable Coverage Documents.

(c) Upon termination of a Program, all net assets of such Program other than Retained Earnings shall be distributed only among the Members that are participating in such Program at the time of termination, in accordance with and proportionate to their cash payments (including Contributions, adjustments, Assessments and other property at market value when received) made during the term of this Agreement for such Program. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by such Program, or as otherwise set forth in the Bylaws.

(d) Upon termination of this Agreement all net assets of the Authority, other than of any Program distributed pursuant to (c) above, shall be distributed only among the Members in good standing at the time of such termination in accordance with and proportionate to their cash contributions and property at market value when received. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by this Agreement, or as otherwise set forth in the Bylaws.

(e) In the event the Board of Directors is no longer able to assemble a quorum, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Board of Directors or Chief Executive Officer under this Article shall be final.

(f) In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the voting Members, may elect to assign and transfer all of the Authority's rights, assets, liabilities and obligations to a successor joint powers authority created under the Act.

Article 23. Enforcement. The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce the terms of this Agreement, the Bylaws and/or any policies and/or procedures of the Board of Directors and the nondefaulting party(s) should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party(s) herein contained, the defaulting party agrees that it will on demand therefore pay to the nondefaulting party(s) the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party(s).

Article 24. Nonliability of Directors, Officers and Employees. The Board of Directors, and the officers and employees of the Authority, including former directors, officers and employees, shall not be liable to the Authority, to any Member or Former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any employee or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer or employee. No director, officer or employee, including former directors, officers and employees, shall be liable for any action taken or omitted by any other director, officer or employee. The Authority shall defend and shall indemnify and hold harmless its directors, officers and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, and damages arising out of their performance of their duties as such directors, officers or employees of the Authority except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of the Authority shall be used for such purpose. The Authority may purchase conventional insurance to protect the Authority, and its participating Members or Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

Article 25. Provisions Relating to CSDA. It is agreed and understood the mandatory membership in CSDA provision in Article 18 is in consideration of CSDA's exclusive endorsement of SDRMA's programs as they exist or may be modified. CSDA and the Authority

may from time to time exchange services or enter into separate service agreements pursuant to Section 6505 of the Act, including, but not limited to, services relating to educational programs, marketing, web-site graphics and conferences.

So long as the Authority is a participant in the MOU, the Board of the Authority shall appoint three members of the Board to serve as members of the Alliance Executive Council. In the event the MOU has been terminated or the Authority has withdrawn from the MOU, the composition of the Authority Board of Directors shall be increased by two (2) additional directors to be appointed by CSDA. CSDA appointees shall be a director serving on the CSDA Board of Directors and said director(s) shall be a member of an agency who is a signatory to the current SDRMA Joint Powers Agreement.

CSDA shall be a third party beneficiary to Sections 18, 25, 27 of this Agreement.

Article 26. Notices. Notices to Members or Former Members hereunder shall be sufficient if delivered to the principal office of the respective Member or Former Member.

Article 27. Amendment. This Agreement may be amended at any time by a two-thirds vote of the Members; provided, that any amendment to Article 18, Article 25, or Article 27 shall require the prior written consent of CSDA. The Bylaws may be amended as provided therein. Upon the effective date of any validly approved amendment to this Agreement, such amendment shall be binding on all Members.

Article 28. Prohibition Against Assignment. No person or organization shall be entitled to assert the rights, either direct or derivative, of any Member or Former Member under any coverage agreement or memorandum. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member or Former Member shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

Article 29. Agreement Complete. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein. This Agreement supersedes and replaces the Fifth Amended Joint Powers Amendment.

Article 30. Counterparts. This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Article 31. California Law. This Agreement shall be governed by the laws of the State of California.

Article 32. Severability. Should any part, term or provisions of this Agreement be determined by any court of component jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Article 33. Effective Date. This Agreement shall become effective as to existing Members of the Authority on the date on which the last of two-thirds of such Members have executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below:

Acknowledgement:

_____ _____

Ken Sonksen, President
Board of Directors
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Date

I hereby certify this Amended Joint Powers Agreement has also received the required approval of not less than two-thirds of the Member entities then parties to the Fifth Amended Joint Powers Agreement.

_____ _____

James W. Towns, Chief Executive Officer
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Date

EXECUTION BY MEMBER

The Amended and Restated Joint Powers Agreement of the Special District Risk Management Authority, has been approved by the Board of Directors of the Member listed below, on the date shown, and said Member agrees to be subject to all of the terms and conditions set forth in said Agreement.

Entity Name:_____

By:_____ President

By:_____ Clerk

Date:_____

EXECUTION BY AUTHORITY

The Special District Risk Management Authority (the "Authority"), operating and functioning pursuant to this Sixth Amended Joint Powers Agreement, hereby accepts the entity named above as a participating member in the Authority, subject to all of the terms and conditions set forth in this Sixth Amended Joint Powers Agreement and in the Bylaws, effective as of

_____.

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

By:_____
Ken Sonksen, President
Board of Directors

Date:_____

RESOLUTION NO 08-01

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE PLACENTIA LIBRARY DISTRICT OF ORANGE COUNTY APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SIXTH AMENDED JOINT POWERS AGREEMENT RELATING TO THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

WHEREAS, the Placentia Library District of Orange County, a public agency duly organized and existing under and by virtue of the California Government Code and laws of the State of California (the "Member Agency"), has entered into the Fifth Amended and Restated Joint Powers Agreement (the "Original Agreement"), relating to the Special District Risk Management Authority (the "Authority"); and

WHEREAS, the Placentia Library District of Orange County and the other members of the Authority (the "Members") find it beneficial to amend the Original Agreement (i) to amend Article 25 of the agreement regarding administrative fees paid by the Authority to the California Special District Association, and (ii) to make certain other amendments to the Original Agreement; and

WHEREAS, in order to implement the foregoing, the Member Agency and the Members propose to execute and enter into a Sixth Amended Joint Powers Agreement (the "Amended JPA Agreement"); and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Board of Trustees is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MEMBER AGENCY AS FOLLOWS:

Section 1. Findings. The Board of Trustees of Placentia Library District of Orange County, hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the agency.

Section 2. Amended JPA Agreement. The Amended JPA Agreement, proposed to be executed and entered into by and between the Member Agency and the Members, in the form presented at this meeting and on file with the District Secretary, is hereby approved. Library Board President Al Shkoler and Library Board Secretary Jean Turner ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the Library Board of Trustees, to execute and deliver to the Authority the Amended JPA Agreement in substantially said form, with such changes therein as such officers may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Effective Date of Amended JPA Agreement. The Amended JPA Agreement shall take effect on October 1, 2007, but not sooner than receipt of required affirmative written approval of 2/3 of the Members participating in the Authority's risk management program(s), and who are signatory to the Fifth Amended and Restated JPA Agreement.

Section 4. Other Actions. The Authorized Officers of the Library Board of Trustees are each hereby authorized and directed to execute and deliver any and all documents which they may deem necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 16 day of July, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

State of California)
)ss.
County of Orange)

I, Jean Turner, Secretary of the Board of Trustees of the Placentia Library District of Orange County hereby certify that the above and foregoing Resolution was duly and regularly adopted by the Board of Trustees at a Regular Meeting hereof held on the sixteenth day of July 2007.

IN WITNESS THEREOF, I have hereunto set my hand and seal this sixteenth day of July 2007.

_____
Jean Turner, Secretary
Placentia Library District

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director EDM

SUBJECT: **Travel Authorizations for the OCLC Western Digital Forum.**

DATE: July 16, 2007

BACKGROUND

The OCLC Western Digital Forum will be held in San Diego, August 9-10, 2007. Since the program begins at 8:30 A.M. on August 9th, August 8th will be needed as a travel day. The program addresses the technical topics surrounding the newspaper digitization project currently underway for the Placentia History Room using OCLC services.. An analysis of the cost is Attachment A. The Library Director recommends that Technology Manager Vernon Napier attends at a cost not to exceed $500 from the General Fund.

RECOMMENDATIONS

Authorize Technology Manager Napier to attend the OCLC Western Digital Forum in San Diego, August 8-10, 2007 at a cost not to exceed $500 to be paid from the General Fund.

Placentia Library District
Travel Estimate

Name: Vernon Napier
Event: OCLC Western Digital Forum
Location: San Diego, CA
Fund General Fund

Date	Wed 08/08/07	Thur 08/09/07	Fri 08/10/07	TOTAL
Registration		150.00		150.00
Hotel	160.00	160.00		320.00
Breakfast		15.00		15.00
Lunch			20.00	20.00
Dinner	25.00	25.00		50.00
Air/Train				-
Local Trans.				-
Mileage @ $ .485	48.50	9.70	48.50	106.70
Parking/Tolls	12.00	12.00		24.00
Telephone				-
Misc.	20.00	20.00	20.00	60.00
TOTAL	265.50	391.70	88.50	480.20

Placentia Library District
Travel Estimate

Name:	Vernon Napier
Event:	OCLC Western Digital Forum
Location:	San Diego, CA
Fund	General Fund

	Wed	Thur	Fri	TOTAL
Date	08/08/07	08/09/07	08/10/07	
Registration		150.00		150.00
Hotel	160.00	160.00		320.00
Breakfast		15.00		15.00
Lunch			20.00	20.00
Dinner	25.00	25.00		50.00
Air/Train				-
Local Trans.				-
Mileage @ $ .485	48.50	9.70	48.50	106.70
Parking/Tolls	12.00	12.00		24.00
Telephone				-
Misc.	20.00	20.00	20.00	60.00
TOTAL	265.50	391.70	88.50	745.70