

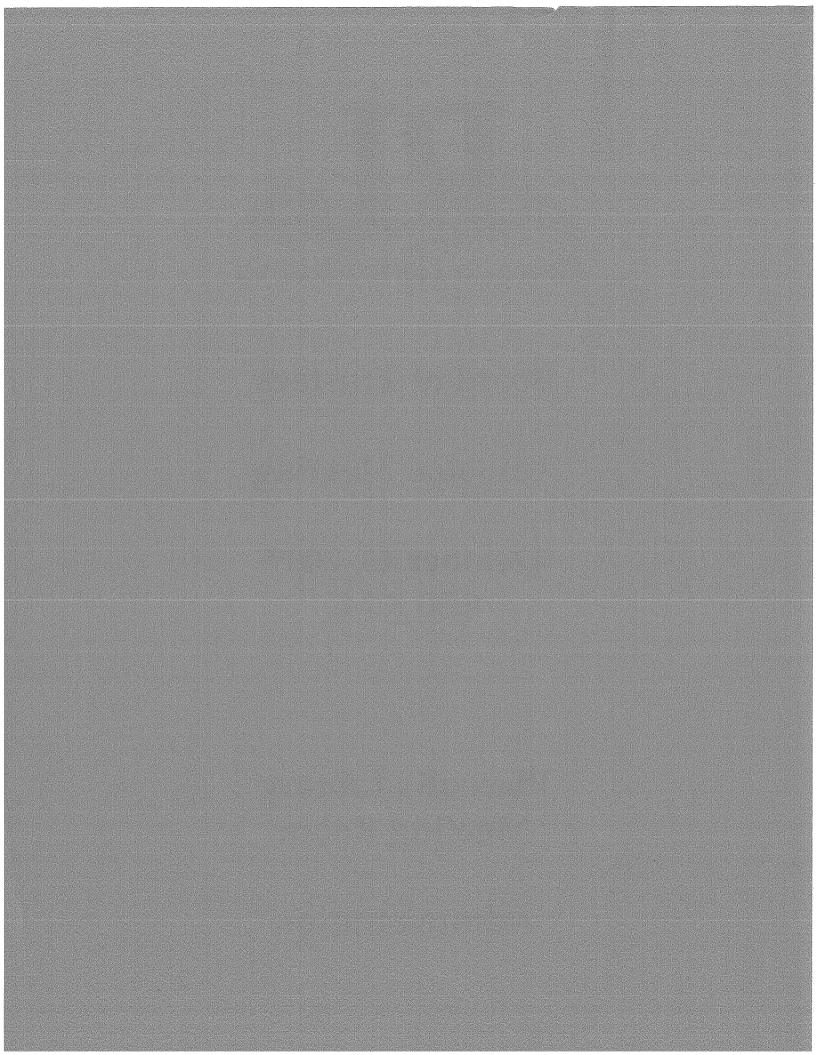
Board of Trustees

Unusual Meeting

October 13, 2009 6:30 P.M.

Placentia Library Meeting Room

Administration





Passport to Progress

AGENDA

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

UNUSUAL DATE, TIME & LOCATION Tuesday, October 13, 2009 6:30 P.M. Meeting Room

The Vision of the Placentia Library District is to inspire exploration, open minds and bring people together.

The Purpose of the Placentia Library District is to provide services and materials to our ever changing and diverse community.

To accomplish this goal the Library will:

- Provide a qualified staff to acquire, organize, and maintain a collection of print and non-print materials in an easily accessible facility and assist the public with its use.

 Provide literacy outreach and services to the community.
- Provide a special collection to document and preserve Placentia's History and Authors.
- Present programs and provide technology access to everyone in order to promote reading and lifelong learning.
- Promote the Library's vision through consistent messages to the public.

AGENDA DESCRIPTIONS: The Agenda descriptions are intended to give members of the public notice and a general summary of items of business to be transacted or discussed. The Board may take any action which it deems to be appropriate on the Agenda and is not limited in any way by the notice of the recommended action.

REPORTS AND DOCUMENTATION: Reports and documentation relating to Agenda items are on file in the Administrative Office and the Reference Department of Placentia Library District, and are available for public inspection. A copy of the Agenda packet will be available for use during the Board Meetings. Any person having any question concerning any Agenda item may call the Library Director at 714-528-1925, Extension 203.

CALL TO ORDER

6:37 PM

1. Call to Order

Library Board President

book up

2. Roll Call

Recorder

+ main 2A

IA

3. Adoption of Agenda

This is the opportunity for Board members to delete items from the Agenda, to continue items, to re-order items, and to make additions pursuant to Government Code Section 54954.2(b).

Presentation:

Library Director

Recommendation: Adopt by Motion



PLFT Brenda - Doil Boutique Nov 7th - 410 children #15 adults. WKg on Adhor's Luncheon Steve Lope z - hope to get comitted. Sock gate great success

Placentia Library District Board of Trustees, Unusual Date Meeting Agenda, October 13, 2009, Page 2.

4. Oral Communications

Members of the public may address the Library Board of Trustees on any matter within the jurisdiction of the Board. Presentations by the public are limited to 5 minutes per person. Members of the public are also permitted to address the Library Board of Trustees on specific Agenda Items before and at the time that an Item is being considered by the Board. Action may not be taken on items not on the Agenda except in emergencies or as otherwise authorized. Reference: California Government Code Sections 54954.3, 54954.2(b).

i.e. fiction titles TRUSTEE & ORGANIZATIONAL REPORTS

Board President Report - oral Hertoge Duy Parade Venjuic, low tun-out, affect -great response The President makes announcements of general interest to the community and the Library Board of Trustees as well as conducting any ceremonial matters. Nicest signs' Thanks to JC, incl. JC & family @ parade

opportunity to meet the public - Operfron now happy, not Our ago 6. Trustee Reports The Trustees make announcements of general interest to the community and the Library Board of Trustees, and report on meetings attended on behalf of the Board of Trustees.

Of traveling be-size star absolutely great - program near & dear to my heart Placentia Library Friends Foundation Board of Director's Report (Trustee Turner)

Contact: Karen re: sipport grouf for spawish speaking parents of artistic children.

NDAR (Items 8-28) Con Worden to be commended - well dave did a

resentation:

Recommendation: Approve by Motion IT -STAR program, Ballet Folklonco - wonderful job

Recommendation: Approve by Motion IT -STAR program, Raylet Folklorico - worder for individual consideration before the Consent Calendar is adopted. Items removed must than have a separate motion.

MINUTES (Item 8) removed for individual consideration before the Consent Calendar is adopted. Items removed must then each form

acthor of Chickenson)

Minutes of the September 15, 2009 Library Board of Trustees Regular Meeting. (Receive & File and Approve)

CLAIMS (Items 9 - 12)

9. Nonstandard Claims in excess of \$300. (Receive & File and Approve) BB-25 - Progal Feasts GW-General - HIS house

10. Claims forwarded by the Library Director and Library Trustees. (Receive & File and Approve) homeworkeld with

11. Current Claims and Payroll. (Receive & File and Approve)

FY2008-2009 Cash Flow Analysis through July 2009; the Schedule of Anticipated Property Tax 12. Revenues for FY2008-2009 as provided by the Orange County Auditor; and recommendation that no funds be transferred at this time. (Receive & File).

TREASURER'S REPORTS (Items 13 – 16)

- 13. Financial Reports for September 2009 for Placentia Library District Accounts on Deposit with the Orange County Treasurer. (Receive & File)
- 14. Balance Sheet for September 2009. (Receive & File)
- 15. Acquisitions Report for September 2009. (Receive & File)

Placentia Library District Board of Trustees, Unusual Date Meeting Agenda, October 13, 2009, Page 3.

16. Entrepreneurial Activities Report for September 2009. (Receive & File)

GENERAL CONSENT REPORTS (Items 17 - 21)

- Personnel Report for September 2009. (Receive, File, and Ratify Appointments) 17.
- 18. Circulation Report for September 2009. (Receive & File)
- Review of Shared Maintenance Costs with the City of Placentia under the JPA. (Receive & File) 19.
-)4B-incorporate To Staff Reports Status Report on Partnerships with Community Organizations. (Receive & File) 20.
- 21. Status Report on Active Grant Applications. (Receive & File)

STAFF REPORTS (Items 22 – 28)

- 22. Library Director's Report for September 2009.
- 23. Library Services Manager's Report for September 2009.
- 24. Children's Services Report for September 2009.
- 25. Literacy / Volunteer Services Report for September 2009.
- 26. Reference and Adult Services Report for September 2009.
- 27. Local History Room Report for September 2009.
- 28. Placentia Library Web Site & Technology Report for September 2009.

CONTINUINING BUSINESS

29. Library Director's Annual Performance Review.

> Presentation: Library Board President

Recommendation: Action to be determined by the Library Board of Trustees.

Staff Appreciation Dinner. Trustee Wood will give a status report on the arrangements. 30.

Presentation:

Trustee Wood

Recommendation: Action to be determined by the Library Board of Trustees.

NEW BUSINESS

A resolution approving the form of and authorizing the execution and delivery of a purchase and sale agreement and related documents with respect to the sale of the Placentia Library District's proposition 1A receivable from the State; and directing and authorizing certain other actions in connection therewith.

Presentation:

Library Director

Recommendation: 1) Authorize the execution and delivery of a purchase and sale agreement and related documents with respect to the sale of the seller's proposition 1A receivable from the State; and

> 2) Direct and authorize President Shkoler and Library Director Contreras to sign all related documents: and

Placentia Library District Board of Trustees, Unusual Date Meeting Agenda, October 13, 2009, Page 4.

- 3) Motion to read Resolution 10-05 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 purchase and sale agreement and related documents with respect to the sale of the seller's proposition 1A receivable from the State; and directing and authorizing certain other actions in connection therewith; and
- 4) Motion to adopt Resolution 10-05 by a roll call.
- 32. System Advisory Board (SAB) Appointments at the Southern California Library Cooperative (SCLC) meetings.

Presentation:

Library Director

Recommendation: Action to be determined by the Library Board of Trustees

Independent Special Districts of Orange County (ISDOC) Special Election to Approve Annual Dues Increase 33.

Presentation:

Library Director

- Recommendation: 1) Discuss and consider an annual ISDOC membership dues increase from \$50 to \$200.
 - 2) Select a representative to exercise the right of the Placentia Library District of Orange County to vote at the October 29, 2009 ISDOC meeting.
 - 3) Select one alternate representative from the Placentia Library District of Orange County who shall have the right to vote in the absence of the assigned voting representative at the October 29, 2009 ISDOC meeting.
 - 4) Authorize the Library Director to submit a written designation to the ISDOC Secretary prior to the October 29, 2009 ISDOC meeting.

ADJOURNMENT

- Agenda Preparation for the June Regular Date Meeting which will be held on Monday, November 16, 2009 unless re-scheduled by the Library Board of Trustees.
- 35. Review of Action Items. No action or discussion shall be taken on any item not appearing on the posted Agenda, unless authorized by law.
- 36. Adjourn

I, Marisa Timothy, Administrative Assistant, of Placentia Library District, hereby certify that the Agenda for the October 13, 2009 Unusual Date Meeting of the Library Board of Trustees of the Placentia Library District was posted on October 8, 2009.

MINUTES

PLACENTIA LIBRARY DISTRICT

UNUSUAL DATE MEETING OF THE BOARD OF TRUSTEES

September 15, 2009

CALL TO ORDER

President Shkoler called the Unusual Meeting of the Placentia Library District Board of Trustees to order on September 15th, 2009 at 6:30 P.M.

ROLL CALL

Members Present: President Al Shkoler, Secretary Richard DeVecchio, Trustee Betty Escobosa, Trustee Jean Turner, Trustee Gaeten Wood, and Library Director Jeanette Contreras

Members Absent: None

Others Present: Library Staff: Roger Hiles, Yesenia Baltierra, and Marisa Timothy

ORAL

COMMUNICATION

There was no communication made at this time.

ADOPTION OF AGENDA

It was moved by Trustee Wood and seconded by Trustee Turner to adopt the agenda as presented.

AYES:

Shkoler, DeVecchio, Escobosa, Turner, Wood

NOES:

ABSTAIN:

None None

ABSENT:

None

TRUSTEE REPORTS

President Shkoler attended Placentia Library's 90th Birthday Celebration and Adult Book Discussion on September 2nd. He also participated in the surprise reception for Director Contreras, commemorating her first year at the library. (Item 5)

Secretary DeVecchio also attended the surprise reception for Director Contreras.

Trustee Escobosa attended both the welcome reception for Edgar Morales Pineda, the new Facility Maintenance Technician, and surprise reception for Director Contreras.

Trustee Turner attended Placentia Library's 90th Birthday Celebration and participated in the Adult Book Discussion and silent movie viewing. She also attended the surprise reception for Director Contreras. She viewed the securitization webinar and participated in the Placentia Library Friends Foundation's monthly meeting.

Trustee Wood attended the Placentia Library's 90th Birthday Celebration, surprise reception for Director Contreras, and the Placentia Library Friends Foundation's monthly meeting. (Item 6)

FRIENDS FOUNDATION

Trustee Turner reported that the Placentia Library Friends Foundation (PLFF) is currently focusing their efforts on the upcoming Doll Boutique

REPORT

Fundraiser. They have designated author Steve Lopez, *The Soloist*, for next year's Author's Luncheon. Thanks to the efforts of Nancy Lone-Tollefson, there will be no speaking charge. The PLFF continues to work on their finances, specifically getting signer information on accounts updated. The transition of Presidents has gone smoothly and the newly designated Board is good. Past President, Carol Fizzard was recognized with a Proclamation from the library. (Item 7)

MINUTES

It was moved by Secretary DeVecchio and seconded by Trustee Escobosa to approve the Minutes as presented with a revision to the Item #31 discussion to include Trustee Escobosa's motion to revise the Meeting Room policy to eliminate the requirement to be non-sectarian.

AYES:

Shkoler, DeVecchio, Escobosa, Turner

NOES:

None

ABSTAIN:

Wood (not present at August 17, 2009 Meeting)

ABSENT:

None

CONSENT CALENDAR

It was moved by Trustee Escobosa and seconded by Trustee Wood to approve Agenda Items 9-28.

AYES:

Shkoler, DeVecchio, Escobosa, Turner, Wood

NOES: ABSTAIN: None

ABSENT:

None None

CLAIMS

Nonstandard Claims in excess of \$300 (Item 9)

Claims forwarded by the Library Director and Library Trustees (Item 10)

Current Claims and Payroll (Item 11)

FY2009-2010 Cash Flow Analysis through August 2009; the Schedule of Anticipated Property Tax

Revenues for FY2009-2010 as provided by the Orange County Auditor (Item 12)

TREASURER'S REPORT

Financial Reports for August 2009 for Placentia Library District Accounts on Deposit with the Orange County Treasurer (Item 13)

Balance Sheet for August 2009

(Item 14)

Acquisitions Report for August 2009 (Item 15)

Entrepreneurial Activities Report for August 2009 (Item 16)

GENERAL CONSENT

Personnel Report for August 2009 (Item 17)

Circulation Report for August 2009 (Item 18)

Review of Shared Maintenance Costs with the City of Placentia under the

JPA (Item 19)

Status Report on Partnerships with Community Organizations (Item 20)

Status Report on Active Grant Applications (Item 21)

STAFF REPORTS

Library Director's Report for August 2009 (Item 22)

Library Services Manager's Report for August 2009 (Item 23)

Children's Services Report for August 2009 (Item 24)

Literacy / Volunteer Services Report for August 2009 (Item 25)

Reference and Adult Services Report for August 2009 (Item 26)

Local History Room Report for August 2009 (Item 27)

Placentia Library Web Site & Technology Report for August 2009 (Item 28)

CONTINUING BUSINESS

Library Director Contreras clarified that according to ALA, the library is exempt from the Consumer Product Safety Improvement Act's mandatory lead testing of children's products, specifically books. The library is required to test only if lead content is suspected. She also presented updates on the Proposition 1A Securitization program that is due to be approved on September 11, 2009. The decision to enroll in the Proposition 1A Securitization program will go before the Library Board of Trustees at the October 13, 2009 meeting. Issues that need to be addressed are document preparation, a required resolution, and legal council. Director Contreras recommends collaborating with Buena Park and Palos Verdes Special Districts to help limit legal costs. (Item 29)

Library Director Contreras presented updates on the ADA Restroom renovation. Dalke Construction has agreed to provide a custom changing table in the restroom in exchange for shortcomings of the project. Plans and finish details are being finalized. Secretary DeVecchio recommended that a panel in front of the commode be installed for privacy in the event that the door is opened in error. (Item 30)

Trustee Wood gave an update on plans for the upcoming Staff Appreciation Dinner. She is to meet with Library Director Contreras to get ideas and explore venue options. She is thankful that the Placentia Library Friends Foundation has provided funds for this. Trustee Turner suggested a venue and provided information on it. Possible dates identified for the event are October 22, October 29, and November 12. (Item 31)

NEW BUSINESS

Library Director Contreras presented the proposed revisions to Placentia Library District Policy #2012-Dress Code for Library District Employees and Volunteers to ensure a higher standard of appearance and safety. Subpolicies with recommended changes presented were PLD 2012.1.1, PLD 2012.1.3, PLD 2012.2.1, PLD 2012.2.2, PLD 2012.3.2, PLD2012.3.4, PLD 2012.3.5 and an addition of 2012.3.15 regarding visible tattoos. It was

moved by Trustee Escobosa and seconded by Secretary DeVecchio to revise the policy as presented on the sample revisions attachment, including sub-policy 2012.3.10: (Item 32)

AYES:

Shkoler, DeVecchio, Escobosa, Turner, Wood

NOES: ABSTAIN: None None

ABSENT:

None

Library Director Contreras presented the proposed revision to Placentia Library District Policy #2140-Advancement of Wages. The goal of the revision is to provide a formal document that states an employees' understanding of responsibilities and obligations when they receive an advancement of wages. It was moved by Secretary DeVecchio and seconded by Trustee Wood to revise the policy as presented with two minor changes of: the Wage Advancement Request and Understanding Form is to not require a social security number and remove 'probationary' from item #2140.1: (Item 33)

AYES:

Shkoler, DeVecchio, Escobosa, Turner, Wood

NOES:

None None

ABSTAIN: ABSENT:

None

Library Director Contreras presented her request for Travel Funds
Authorization not to exceed \$2,000 to attend the upcoming Public Library
Association conference in Portland, Oregon. Materials presented included
a preliminary program, a list of estimated costs, and a tentative agenda.
President Shkoler commented that he would not approve because of
budget conditions. It was moved by Secretary DeVecchio and seconded by
Trustee Wood to authorize travel funds to attend the Public Library
Association conference: (Item 34)

AYES:

DeVecchio, Escobosa, Turner, Wood

NOES:

Shkoler

ABSTAIN:

None

ABSENT:

None

AGENDA PREPERATION

Agenda Preparation for the October Board of Trustees Meeting which will be held on Tuesday, October 13, 2009 unless re-scheduled by the Library Board of Trustees. (Item 35)

ADJOURNMENT

The Regular Meeting of the Board of Trustees of the Placentia Library District on September 15, 2009 adjourned at 7:25 P.M. (Item 37)

NEXT MEETING

The next meeting will be on Tuesday, October 13, 2009 at 6:30 P.M.

Richard DeVecchio

Al Shkoler

Secretary

President

Library Board of Trustees

Library Board of Trustees



Schedule of Library Board of Trustees Meetings

January 2009 - December 2009

January 20

February 17

March 24

April 21

May 18

June 15

July 20

August 17

September 15

October 13

November 16

December 21

All meetings are scheduled to be held at 6:30~p.m.

Dates subject to change.

TO: Jeanette Contreras, Library Director

FROM: Marisa Timothy, Administrative Assistant

SUBJECT: Summary of Non-standard Claims

DATE: October 13, 2009

TYPE DATE CLAIM# AMOUNT

NONE

TOTAL 0

)

TO:

Jeanette Contreras, Library Director

FROM:

Marisa Timothy, Administrative Assistant

SUBJECT:

Summary of Claims Forwarded by the Library Director& Trustees

DATE:

October 13, 2009

TYPE DATE CLAIM#	AMOUNT
FUND 707 9/22/09 5224	\$10,895.11
9/23/09 5225	\$7,837.59

TOTAL \$18,732.70

		*	

TO:

Jeanette Contreras, Library Director

FROM:

Marisa Timothy, Administrative Assistant

SUBJECT:

Current Claims and Payroll

DATE:

October 13, 2009

Current Claims

TYPE	DATE	CLAIM#	AMOUNT
707	10/08/09 10/08/09 10/08/09	5226 5227 5228	\$19,552.99 \$2,967.16 \$2,579.57
Subtotal for Claims			\$25,099.72
Payroll			
On Demand Wire	11/05/09	#10	\$43,000.00
On Demand Wire	11/19/09	#11	\$43,000.00
Subtotal for Payroll			\$86,000.00
TOTAL			

TOTAL

CURRENT CLAIMS & PAYROLL

\$111,099.72

LOCALLY GOVERNED DISTRICT CLAIMS TRANSMITTED FOR PAYMENT DATE:

10/08/09

REPORT NO:

5226

The County Auditor is authorized to draw these checks from:

FUND: 707 DEPT: V700

BUDGET CONTROL: 707

Placentia Library District 411 E Chapman Ave Placentia, CA 92870

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		OBJT						
Vendor Code	DATE	REV/	DEPT	REPT	1		DOC	
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Citizens Business Bank	#03-095	2100			\$	7,044.80		
701 North Haven Ave., Ste. 250	#03-093				۶	7,044.80		
Ontario, CA 91764								
Shamo, CA 91704								
VC5048	09-16-09	0350						
Special District Risk Management	0030635-IN	0330			\$	1,572.00		
112 I Street, Suite 300	0030033 111				.	1,572.00		
Sacramento, CA 95814-2865								
/C7820	09-23-09	1900	0742	·				
Robert Housley	2009-04PLD				\$	180.00		
085 Larwin Avenue					·			
Cypress, CA 90630								
/C4829	09-09-09	1900	0739					
Ioang Computer Services	09-00283				\$	1,000.00		
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The claims listed above (totaling \$19,552.99) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.

Approved by

Countersigned by

Attested and/or countersigned by

LOCALLY GOVERNED DISTRICT CLAIMS TRANSMITTED FOR PAYMENT

DATE:

10/08/09

REPORT NO:

5227

The County Auditor is authorized to draw these checks from:

FUND: 707

BUDGET CONTROL: 707

DEPT: V700

Placentia Library District 411 E Chapman Ave Placentia, CA 92870

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v C0479-1 Gale	09-02-09	2400	0760				
P.O. Box 95501	16451454			\$	29.54		
Chicago, IL 60694-5501	08-25-09	2400	0760				
meago, 1L 00094-3301	16437956			\$			
	자통[4] [지하는 15]			\$	123.38		
/C0615-2	09-11-09	2400	0760				
Random House	1087202044	2400	0760	ے ا	00.40		
Dept 0919 PO Box 120001	09-11-09	2400	0760	\$	89.18		
Pallas TX 75312-0919	1087326268	2400	0760		04.64		
	108/320208			\$	94.61		
				\$	183.79		
7C0679-1	08-27-09	2400	0760				
ecorded Books, LLC	4590675	2400	0760	\$	90.40		
.O. Box 64900	4390073			3	89.40		
altimore, MD 21264-4900							
	저렇게 되었다고 그는 것이						
C4218-4	08-06-09	2400	0760				
aker & Taylor Books	4008914837			\$	424.78		
O Box 277930	08-06-09	2400	0760	ľ			
tlanta GA 30384-7930	4008902509			\$	22.91		
	08-07-09	2400	0760				
	W241867DM			\$	10.88		
	08-10-09	2400	0760				
	4008951706			\$	558.84		
	08-13-09	2400	0760				
	4008946081		41.13	\$	18.35		
	08-18-09	2400	0760				
	4008966069			\$	21.54		
	08-19-09	2400	0760				
	W242377DM			\$	179.73		
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	W242378DM			\$	540.79		
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	4008899122			\$	27.34		
	08-21-09	2400	0760				
	0000049307			\$	184.88		
	08-25-09	2400	0760				
	4008917112			\$	54.69		
	08-25-09	2400	0760				
	4008978952			\$	490.89		
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	4008923505			3	15.81		
	08-25-09	2400	0760				
	and the state of the contract	2400	0760	\$	19.16 2,570.59		

The claims listed above (totaling \$2,967.16) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.

Approved by

Countersigned by

Attested and/or countersigned by

LOCALLY GOVERNED DISTRICT
CLAIMS TRANSMITTED FOR PAYMENT

DATE: REPORT NO:

10/08/09 5228

The County Auditor is authorized to draw these checks from:

FUND: 707

DEPT: V700

BUDGET CONTROL: 707

Placentia Library District 411 E Chapman Ave Placentia, CA 92870

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Baker & Taylor Books		4008923508	2.00	0750		\$	33.43		
PO Box 277930	08-25-09		2400	0760					
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		4008923510				\$	15.25		
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		4008923511			1	\$	114.59		
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		4008940016	V.		'	\$	176.16		
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		4008940018				\$	40.65		
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		4008940019				\$	105.28		
	08-25-09		2400	0760					
		4008940020				\$	31.14		
	09-01-09		2400	0760					
		4008992215				\$	86.75		
	09-08-09		2400	0760					
	05 00 05	4009004574				\$	62.42		
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		4008951870				\$	865.56		
	09-09-09		2400	0760					
		4008951871				\$	38.29		
	09-09-09		2400	0760					
		4008951872				\$	537.25		
	09-09-09		2400	0760					
		4008951874				\$	53.59		
	09-09-09		2400	0760					
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		4008955348				\$	14.62		
	09-09-09		2400	0760					
		4008955349	11.			\$	20.97		
	09-09-09		2400	0760					
		4008955350			7	\$	62.28		
	09-09-09		2400	0760					
		4008955351				\$	7.75		
	09-09-09		2400	0760		٠.		:	
	03-03-03	4008955352	2-00	3,00		\$	13.34		
		4000200002		1	F				
	1.5	ľ				\$	2,579.57		
		1	1		j.		į.		

The claims listed above (totaling \$2,579.57) are approved for payment pursuant to an order entered in the Minutes of the Board of Directors of this District and I certify that the payees named who are described in Government Code Section 3101 have taken the oath or affirmation required by Government Code Section 3102.

Approved by

Countersigned by

Attested and/or countersigned by



County of Orange On Demand Wire A/P PAYMENT REQUEST AND TRANSMITTAL

Email t	o:	Treasu	rer-Tax	Collect	or at:	<u>cashm</u>	<u>gmt@ttc.c</u>	cgov.cc	<u>m</u>	or	Fax to: (714	1) 834-	2912
Please	Pay \$				43,000.0	<u>0</u> on			11/05/200	09			
	T will have	eference a settlement Bank N	date that is	the same a		tomated Clearing Hearing Heari				ansfer (Wi		on the fo	erm,
		ABA #:		121042	10.0								
		Account	t Name:	Placen	tia Librar	y District					•		
		Accour	nt #:	201193	9659					1000	·		
		Referer	nce:	Payroll	#10					10 mm			
Descrip	otion: F	Placentia	a Libraı	y Dist	rict's F	Payroll.							
Departm	ent / A	gency											
Contact:	Trinh Je	anette Con	treras				CODE	DEPT			ID		
	Name and (Phone Nu	714) 528-19	925	(7'	14) 528-8 ber	3232	AUDITOR	R COPY S	SUBMITTE	ED TO:	A/C ACTS PAY		
							Vend	lor/Cus	tomer	Code:	vc-(6532	
					DEPAR	TMENT'S USE	COMPLET	E IN DE	TAIL				
FUND	DEPT	BUDGET CTRL	UNIT	R	BJ EV SA	SUB OBJ SUB REV SUB BSA	DEPT DEPT DEPT	REV	JOB N	UMBER	AMOUN	NT	
707	v700	707	0900	0.	100						\$40	0,000.00	
707	v700	707	0900	02	200						\$3	3,000.00	
					FARE.								
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I HEREBY C CORRECT A RECEIVED B	ND THAT					EXPENDITURES APPR	OVED BY	ZED AND			OVED DAVID E. SU AUDITOR-CONTRO		ум ,
CLAIMANT	a sq			DATE	AUTH	ORIZED SIGNER			DATE	DEPUT	Y		DATE
Auditor-C	ontrolle	r Annroys		ASE DO	NOT W	RITE BELOW THIS	Transact			ONLY			
Claims & D		A SECTION OF THE PROPERTY OF	115.				Halisaci	JUII KEIE	rence				
Over Limit					_	<u></u>	MDW Trans	action #:					
		\$100,000	(1) \$ 5	00,000 (2)	\$1,000	000 (3)							
Claims & E)isbursing	g Manageme	ent:				Treasurer	-Tax Colle	ctor Info	rmation:			
1													
Check Writ	ing:		J				Released E	3y / Ref # :		1			

F003 ODW BL (07/2009)



County of Orange

On Demand Wire

A/P PAYMENT REQUEST AND TRANSMITTAL

Email to	0:	Treasur	rer-Tax C	Collecte	or at:	<u>cashm</u> c	gmt@ttc.ocgo	<u>ov.com</u>	or	Fax to:	(714) 834-	-2912
Please	Pay \$				43,000.00	<u>0</u> on		11/19/200	09	-		
		eference (tomated Clearing Ho			ransfer (WT		he date on the f	form.
Send To		Bank Na			as trie date t Fargo Ban		THOI SMILL	School Co.	0.10	so comp	o data	8110
00		ABA #:		121042						-		
		Account			tia Library	v District		***************************************				
		Account		2011939		District				- .		
		Referen		Payroll #			 					
		Noicio	Ce.	Fayron,	#11					-		
Descrip	tion:	Placentia	a Librar	y Distr	rict's P	'ayroll.						
Departm	nent / A	gency										_ ;
Contact:	Trinh Je	anette Contr	treras				CODE DI	EPT		ID .		
	Name and T	Title 714) 528-192			14) 528-82	3232	AUDITOR CO	OPY SUBMITTE	ED TO:		S PAYABLE CK WRITING	✓
	Phone wan.	ber		FAX Numb	er 	· · · · · · · · · · · · · · · · · · ·	Vendor/	/Customer	Code:		vc-6532	
					hove o reconstruction and	TMENT'S USE (NOTE OF THE PROPERTY OF THE PR				
FUND	DEPT	BUDGET CTRL	UNIT	RI	OBJ LEV ISA	SUB OBJ SUB REV SUB BSA	DEPT OBJ DEPT REV DEPT BSA	v	NUMBER	AJ	MOUNT	
707	v700	707	0900	1	100				V 11-4-		\$40,000.00	ر
707	v700	707	0900	02	200	-					\$3,000.00	_
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			\vdash				+			 		
ENCUMB	RANCE	REVERSA	 AL:	YES		NO	<u> </u>	TOTAL PAYN	MENT	F	\$43,000.00	1
HEREBY CI	ERTIFY TH AND THAT I	HAT THIS CL PAYMENT H.	LAIM IS TRI			EXPENDITURES APPRO	ekanisanan erangan pagan p		APPR		D E. SUNDSTRO ONTROLLER	
CLAIMANT	r			DATE	AUTH/	ORIZED SIGNER	<u> </u>	DATE	DEPUTY	v		DATE
									<u> </u>			
				ASE DO	NOT WF	RITE BELOW THIS			ONLY			
the state of the s		r Approval	ıls:				Transaction	Reference				
Over Limit		g: \$100,000 (u(1) \$5	500,000 (2)	\$1,000,0	,000 (3)	MDW Transaction	an#:		196		
Claims & E	Disbursing	j Manageme	ent:	4			Treasurer-Tax	c Collector Info	rmation:			
Check Writ	ting;						Released By / R	Ref#:	1			

F003 ODW BL (07/2009)

TO:

Jeanette Contreras, Library Director

FROM:

Yesenia Baltierra, Acting Human Resources/Finance Analyst

SUBJECT:

Fund Balance Report for Placentia Library District Funds on Deposit with Orange

County Treasurer Post-Petition Balances (B/S Account 8010-Cash)

DATE:

October 13, 2009

			Fiscal Yea	r 2009-2010			
	Fund 702	Fund 703	Fund 706	Fund 707	Fund 708	TOTAL	TOTAL
	Maj Equip/Struc	Auto Replac	Bond Redempt	General Fund	Sick Lv Payoff	ALL FUNDS	EXCL GEN FUND
07/31/09	12,694.73	12,090.80	192,839.01	1,009,148.10	11,798.03	1,238,570.67	229,422.5
8/31/2009	12,707.31	12,103.56	193,042.42	979,726.69	11,810.48	1,209,390.46	229,663.7
9/30/2009	12,737.23	12,133.89	193,526.26	801,165.14	11,840.09	1,031,402.61	230,237.47
10/31/2009						0.00	0.00
11/30/2009						0.00	0.00
12/31/2009						0.00	0.00
1/31/2010						0.00	0.00
2/28/2010						0.00	0.00
3/31/2010						0.00	0.00
4/30/2010						0.00	0.00
5/31/2010						0.00	0.00
6/30/2010						0.00	0.00
Petty Cash	0.00	0.00	0.00	10,000.00	0.00	10,000.00	0.00
General Reserves	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Fiscal Year	2008-2009			
	Fund 702	Fund 703	Fund 706	Fund 707	Fund 708	TOTAL	TOTAL
	Maj Equip/Struc	Auto Replac	Bond Redempt	General Fund	Sick Lv Payoff	ALL FUNDS	EXCL GEN FUND
07/31/08	150,895.34	11,880.92	189,491.56	937,880.81	11,593.23	1,301,741.86	363,861.05
8/31/2008	150,529.68	11,852.13	189,032.37	855,424.76	11,565.14	1,218,404.08	362,979.32
9/30/2008	150,882.52	11,879.91	189,475.47	690,320.13	11,592.25	1,054,150.28	363,830.15
10/31/2008	151,227.87	11,907.10	189,909.15	401,502.82	11,618.78	766,165.72	364,662.90
11/30/2008	151,594.31	11,935.95	190,369.32	413,587.42	11,646.93	779,133.93	365,546.51
12/31/2008	11,388.76	11,987.01	191,183.81	878,006.13	11,696.76	1,104,262.47	226,256.34
1/31/2009	11,381.88	11,985.99	191,167.54	825,766.86	11,695.76	1,051,998.03	226,231.17
2/28/2009	11,712.72	12,011.10	191,567.97	698,028.97	11,720.26	925,041.02	227,012.05
3/31/2009	11,884.98	12,049.99	192,188.16	696,225.86	11,758.21	924,107.20	227,881.34
4/30/2009	11,883.97	12,048.97	192,171.81	1,284,113.11	11,757.21	1,511,975.07	227,861.96
5/31/2009	11,900.48	12,065.72	191,438.85	1,205,048.19	11,773.55	1,432,226.79	227,178.60
6/30/2009	12,694.73	12,090.80	192,839.01	1,009,148.10	11,798.03	1,238,570.67	229,422.57
Petty Cash	0.00	0.00	0.00	10,000.00	0.00	10,000.00	0.00
General Reserves	0.00	0.00	0.00	0.00	0.00	0.00	0.00

			÷				
				•	4		

TO:

Library Board of Trustees

FROM:

Jeanette Contreras, Library Director

SUBJECT:

Financial Reports through September 2009 for the Placentia Library District Accounts on Deposit with the Orange County Treasurer and the Placentia Library

District General Ledger

DATE:

October 13, 2009

Summary of Cash and Investments as of September 30, 2009

Cash with Orange County Treasurer Fund 702	12,737.23
Cash with Orange County Treasurer Fund 703	12,133.89
Cash with Orange County Treasurer Fund 706	193,526.26
Cash with Orange County Treasurer Fund 707	801,165.14
Cash with Orange County Treasurer Fund 708	11,840.09
County Exempt Checking – Bank of the West	41,054.02
County Exempt Savings – Bank of the West	64,584.05
General Fund Checking – Bank of the West	23,174.46
General Fund Savings – Bank of the West	84,903.80
Literacy Fund Savings – Bank of the West	14,399.42
Payroll Checking – Wells Fargo Bank	126,517.51
Payroll Emergency CD – California National Bank	23,624.58

I hereby certify that the investments are in compliance with Placentia Library District Policy 3035 – Investment of District Funds, as adopted by the Library Board of Trustees, and California Government Code Section 53646(b)(1); that Placentia Library District has the ability to meet its budgeted expenditures for the next six (6) months; and that the Payroll Emergency Certificate of Deposit is held by California National Bank with an original purchase date of January 27, 2003 and the maturity date is May 27, 2010.

Jeanette Contreras Library Director

PLACENTIA L'ERARY DISTRICT YTD REV JE REPORT September 30, 2009

GENERAL Fund 707	REV SRCE	DESCRIPTION	BUDGET	YTD ACTUAL	BALANCE	PERCENT %
TAXES						
	6210	Property Taxes - Current Secured	1,593,108	87.299	1.505.809	بر % بر
	6220	Property Taxes - Current Unsecured	73,640	42,632	31,008	%6.25
	6230	Property Taxes - Prior Secured	0	1	0	100.0%
	6240	Property Taxes - Prior Unsecured	940	•	940	0.0%
`	6250	Taxes - Spec Dist Augmentation	7,520	•	7,520	0.0%
	6280	Property Taxes - Curr Supplemental	36,760	3,591	33,169	%8.6 %8.6
	0300		1,104	6,155	-5,051	557.5%
	0340	Penaities & Costs on Deling Taxes	0	1,646	-1,646	100.0%
REVENUE	REVENUE FROM USE OF MONEY	JF MONEY & PROP'Y				
	6610	Interest	21,800	3,014	18,786	13.8%
INTERGOV	INTERGOVERNMENTAL REVENU	L REVENUES				
	02690 0269	State - Homeowners Property Tax Relief State - Other	14,320 20,000	. I . I	14,320 20,000	0.0 %0:0
MISCELLA	MISCELLANEOUS REVENUES	ENUES				
	7670 7680	Miscellaneous Revenue (Local Revenue) 6-MO Expired (Outlawed) Checks	139,388	28,479	110,909	20.4%
		TOTALREVENUES FY 09/10:	1,908,580	172,815		9.1%

PLACENTIA LIBRARY DISTRICT

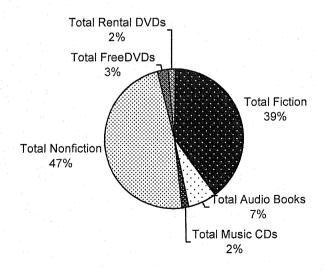
EXPENDITURES REPORT September 30, 2009

ACCOUNT	DESCRIPTION	APPROPRIATIONS	EXPENDED	CURRENT	REMAINDE
SALARIES	& EMPLOYEE BENEFITS				
0100	Salaries & Wages	1,029,376	280,000	0.27	\$749,37
0200	Retirement	110,000	31,017	0.28	\$78,98
0301	Unemployment Insurance	5,000	0	0.00	\$5,00
0306	Health Insurance	100,900	19,303	0.19	\$81,59
0308	Dental Insurance	13,000	2,979	0.23	\$10,02
0309	Life Insurance	11,000	1,171	0.11	\$9,82
0310	AD & D Insurance	7,000	802	0.11	\$6,19
0319	Vision Insurance	4,000	499	0.12	\$3,50
0352	Workers' Compensation Insurance	10,000	1,572	0.16	\$8,42
	TOTAL	\$1,290,276	\$337,344	0.26	\$952,93
SERVICES	& SUPPLIES	\$1,220,270	Φ337,311	0.20	ψ, σ,
0700	Communications	10,000	0	0.00	\$10,000
0900	Food	1,300	380	0.00	
1000	Household Expenses	9,000		0.29	\$920
1100	Library Insurance	13,000	1,246 13,242	1.02	\$7,754
1300	Maintenance, Equipment	30,000		*	-\$242
1400	Maintenance, Buildings & Improvements		11,249	0.37	\$18,752
1600	Memberships	17,197 1,500	36,106	2.10	-\$18,909
1800	Office Expenses		139	0.09	\$1,361
1803	Postage Postage	40,000 5,000	1,582	0.04	\$38,418
1900	Prof./Specialized Services		6	0.00	\$4,994
1912	Investment Administrative Fees	134,000	11,348	0.08	\$122,652
2000	Publication and Legal Notices	2,000	176	0.09	\$1,824
2100	Rents and Leases - Equipment	1,000	0	0.00	\$1,000
2200	Rents & Leases - Buildings & Improvements	1,500	0	0.00	\$1,500
2400	Books/Library Materials	73,500	7,045	0.10	\$66,455
2600	Transportation & Travel	160,307	34,907	0.22	\$125,400
		2,000	1,660	0.83	\$340
2800	Meetings Utilities	5,000	655	0.13	\$4,345
2800	Othices	80,000	4,302	0.05	\$75,698
	TOTAL	\$586,304	\$124,043	0.21	\$462,261
OTHER CHAR	ŒS				
3700	Taxes and Assessments	\$7,000	\$0	0.00	\$7,000
	OPERATING EXPENSES	\$1,876,580	\$461,387	0.25	\$1,415,193
TXED ASSE	TS & CONTINGENCY FUNDS			-	
4000	Equipment	\$25,000	\$0	0.00	\$25,000
5200	Contingency Funds	\$0	\$0	0.00	\$0
	TOTAL	\$25,000	\$0	0.00	\$25,000
OTAL BUD	GET (Fund 707)	\$1,908,580	\$461,387		\$1,447,193
707-	General Reserves	\$10,000	\$0	0.00	\$10,000
	Equipment & Structural Repair Fund	\$13,072	\$0	0.00	
	Automated Replacement Fund	\$13,072	\$0		\$13,072
	Interest & Sinking Bond Redemption	\$12,369	\$0 \$0	0.00	\$12,369 \$197,268
706-					

Placentia Library District

ACQUISITIONS REPORT FOR FISCAL YEAR 2009-2010 THROUGH THE MONTH OF SEP. 2009

		Amount	Titles	Volumes
Total Fiction		\$14,394	887	1037
Total Non-Fiction		\$17,371	621	1172
Total Music CDs		\$578	30	30
Total Audio Books		\$2,405	32	32
Total Free DVDs		\$921	28	28
Total Rental DVDs		<u>\$596</u>	<u>21</u>	<u>21</u>
	TOTAL MATERIALS	\$36,265	1619	2320



The figures on this report reflect items and invoices received through the end of the month. Invoices paid during the month are shown on the Financial report rather than the Acquisitions report.

Outstanding Orders as of September 2009
Adopt-a-book
\$1,120

ACQUISITIONS REPORT FOR FISCAL YEAR 2009-2010 THROUGH THE MONTH OF SEPTEMBER 2009
Prepared by Katie Matas, Acquisitions Librarian

S	1 ritles Volumes 510 547	540	10	532	1082	1629		32 24	28	의 <u>추</u>	1,771		189	50	8 5	무유	131	637	¢	000	o 01 c	637	3	1,053	572	28 23	2408
TOTAL ITEMS	510	530	10	0 1	541	1051	. 4	32 4	28	81 12 13 13 13 13 13 13 13 13 13 13 13 13 13	1,193	5	393	20	30	0	121	514	0	00	000	5.14	5	903	245	28 83	1707
101	\$9,764	\$12,205	\$569	\$10	\$16,084	\$25,848	9039	\$2,405	\$921	\$4,969	\$30,818	£3 037	\$1,987	\$1,059	\$636	0,5	\$2,368	\$7,379	9	8	Q Q 9	\$7.379	<u>;</u>	\$14,774	\$938	\$2,405	\$706 \$38,196
	olumes 13	24	2	00	79 IC	39	76	ţ o	0 1	31	70	•	- NI W	15	00	000	ol र्क	18	0	00	o 010	. 6	!	5 2	. 27 .	00	7 88
DONATED	13 volumes	24	7	0 0	39 IC	38	24	0	0 1	31	70		- Ni w	15	00	0.0	য হ	8	0	0 0	o 010	, 8		6 2	. 25 t	0 0,	88
OQ :	\$330	\$597	\$200	<u></u>	\$797	\$1,126	8360	0\$	\$140	\$470	\$1,596	C145	\$50	\$285	0 €	Q 6	\$285	\$335	0\$	₩		\$335		\$380	\$360	Q Q	\$1,931
SED	534	516	8	252	1056	1590	30	32	28	17	1,701	316	187 503	35	8 4	6 .	116	619	0	00	00	619		1037	38 6	78 7	2320
PURCHASED	497 534	909	ω (o -	515	1012	8	8 8	7 88	11	1,123	508	39 181	32	8 4	00	106	496	0	00	010	496		887	8 8	28 8	1619
TOTAL P	\$9,434	\$11,609	\$369	\$3,300	\$15,288	\$24,722	\$578	\$2,405	\$921	\$4,499	\$29,221	\$3.014	\$1,947	\$774	\$636 \$674	90	\$2,083	\$7,044	\$0	0 6		\$7,044	1	\$14,394	\$578	\$921	\$36,265
200	0	0	0 0) C	10	0	0	0 0	0 0) O	0	0	010	0	0 6	00	16	19	0	00	00	19		0 6	000	000	oj <u>6</u>
ADOPT-A-BOOK	0	0	0 0	0	0 10	0	0	0 0	00	010	0		00	0	o <u>6</u>	00	16	9	0	00	010	10		0 6	00		ol 6
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GENERAL FUND	1	909	ю c	· -	515	1012	30	32	2 2	111	1123	209	181 390	35	3 23	00	87	477	0	00	010	477		887	8 8	28	1600
GENE	\$9,434	\$11,609	#369 #10	\$3,300	\$15,288	\$24,722	\$578	\$2,405	\$596	\$4,489	\$29,221	\$3,014	\$1,947 \$4,960	\$774	\$358	G S	\$1,767	\$6,728	08	Q Q	잃&	\$6,728		\$14,394	\$578	\$921	\$35,949
	Adult Fiction	Adult Circulating Non-Fiction	Adult magazines	bases	Total Adult Non-Fiction	TOTAL ADULT PRINT MATERIALS	Adult Music CDs	Adult Audio Books Adult Free DVDs	Adult Rental DVDs	TOTAL ADULT NON-PRINT MATERIALS	TOTAL ADULT MATERIALS	Juvenile Fiction	Young Adult Fiction Total Juvenile Fiction	Juvenile Circulating Non-Fiction Young Adult Circulating Non-Eiction	Justing Reference	Juvenile magazines Juvenile on-line databases	Total Juvenile Non-Fiction	TOTAL JUVENILE PRINT MATERIALS	Juvenile Music CDs	Juvenije Free DVDs	Juvenile Rental DVDs TOTAL JUVENILE NON-PRINT MATERIALS	TOTAL JUVENILE MATERIALS		Total Fiction Total Non-Fiction	Total Music CDs Total Audio Books	Total Free DVDs Total Rental DVDs	TOTAL MATERIALS

TO:

Jeanette Contreras, Library Director

FROM:

Yesenia Baltierra, Acting Human Resources/Finance Analyst

SUBJECT:

Entrepreneurial Activities Report for September 2009

DATE:

October 13, 2009

September 2009 Net Revenue Summary

			YTD	YTD
	Sep-09	Sep-08	2009-2010	2008-2009
Passport	4,416.00	1,235.00	16,936.00	7,342.00
Passport Photos	660.00	160.00	3,050.00	1,600.00
Test Proctor	350.00	30.00	850.00	180.00
Total	5,426.00	1,425.00	20,836.00	9,122.00

TO:

Jeanette Contreras, Library Director

FROM:

Marisa Timothy, Administrative Assistant

SUBJECT:

Personnel Report for August 2009

DATE:

September 15, 2009

RESIGNATIONS:

None

RETIREMENT:

None

APPOINTMENTS:

Facility Maintenance Technician (30 Hours), Edgar Morales Pineda

Library Clerk (15 hours), Saul Ulloa

OPEN POSITIONS:

Library Page (10 hours)

Library Aide (15 hours)

WORKERS' COMPENSATION LEAVE:

None

TO:

Jeanette Contreras, Library Director

FROM:

David Ferrari, Circulation Supervisor

SUBJECT:

Circulation Activity Report

DATE:

October 13, 2009

MONTHLY STATISTICS

September 2009

CIRCULATION		٠.	Y-T-D	Y-T-D	Y-T-D
	Sept 09.	Sept 08.	2009-10	2008-09	% change
NEW PATRON REGISTRATIONS	404	166	1,290	578	55.2%
TOTAL CIRCULATION	16,710	4, 936	58,827	31,065	47.2%
ATTENDANCE	25,483	13,910	79,516	38,033	52.2%

PATRON COUNT

FAIRON COC	<u> </u>						
	Sun	Mon	Tues	Wed	Thur	Sat	Total/Hr.
9:00	0	544	638	660	760	622	3,224
10:00	0	354	770	764	828	782	3,498
11:00	0	484	636	866	788	840	3,614
12:00	0	588	714	988	706	982	3,978
1:00	1,320	648	868	1,094	856	874	5,660
2:00	930	722	944	978	960	872	5,406
3:00	962	824	1,164	1,234	1,166	856	6,206
4:00	1,294	798	1,044	1,044	964	894	5,972
5:00	0	652	1,054	1,054	800	0	3,428
6:00	. 0	558	1,086	1,086	862	0	3,318
7:00	0	474	730	1,230	788	0	3,222
8:00	0	576	844	1,074	946	0	3,440
Total/Day	4,506	7,222	10,020	12,072	10,424	6,722	50,966

Grand Total 25,483

182

PASSPORT SERVICES

	Sun	Mon	Tues	Wed	Thur	Sat	Total/Hr.
9:00	0	0	0	0	0	7	7
10:00	0	0	0	0	0	4	4
11:00	0	0	0	0	0	3	3
12:00	0	0	0	0	. 0	5	5
1:00	4	0	0	0	0	6	10
2:00	4	0	0	0	0	5	9
3:00	4	6	9	8	7	7	41
4:00	3	4	7	8	5	4	31
5:00	0	5	5	8	5	. 0	23
6:00	0	3	6	6	4	0	19
7:00	0	2	5	8	3	0	18
8:00	0	1	4	5	2	0	. 12
Total/Day	15	21	36	43	26	41	
							Grand Total

STAFF ACTIVITY

Sept 3, 2009-Meeting with Yesenia to discuss Circulation Agendas.

Sept 10, 2009- Meeting with Yesenia to discuss Circulation Agendas.

Sept 16, 2009- Staff Meeting.

Sept 21, 2009- Meeting with Yesenia to discuss Circulation Agendas.

Sept 22, 2009-Circulation Meeting.

Sept 23, 2009-Meeting with Yesenia to discuss Circulation Agendas.

Sept 24, 2009-SLS Meeting in the city of Orange Library.

ONGOING PROJECTS

Sept 29-Examined all the fire extinguishers in the library to be sure they were up to date.

NEW PROJECTS AND ACTIVITIES

Updating the Emergency Manual Updating the Circulation Manual

TO:

Jeanette Contreras, Library Director

FROM:

Marisa Timothy, Administrative Assistant

SUBJECT:

City of Placentia Invoices

DATE:

October 13, 2009

CITY OF PLACENTIA

INVOICES				

PERIOD COVERED FY2009-2010	DATE INVOICE	S. CA EDISON	TURF	GROUNDS	MAINT/ REPAIRS	CIV CTR SEISMIC	IRRIGATION CONTROL	TOTAL
Jul-09	*							*
Aug-09	*							*
Sep-09								
Oct-09								
Nov-09								j.
Dec-09								
Jan-10								
Feb-10								
Mar-10								
Apr-10								
May-10								
Jun-10								

TOTAL AVG

* City	Billing	Not	Received

•								
PERIOD COVERED FY2008-2009	DATE INVOICE	S. CA EDISON	TURF	GROUNDS	MAINT/ REPAIRS	CIV CTR SEISMIC	IRRIGATION CONTROL	TOTAL
Jul-08	07/29/08	*	*	*	*	*		
Aug-08	08/27/08	6,700.24	1,150.57	259.55	*	*		15,628.97
Sep-08	09/26/08	14,218.85	1,150.57	126.90	*	*		6,405.78
Oct-08	10/29/08	5,128.31	1,150.57		*	*		8,615.70
Nov-08	*	7,465.13	1,150.57	150.27	*	*		1,300.84
Dec-08	*	. *	1,150.57	139.83	*	*		1,290,40
Jan-09	*	3,613.69	1,150.57	134.24	*	*	7.67	4,906.17
Feb-09	*	*	1,150.57	145.42	*	*	7.70	1,303.69
Mar-09	*	3,236.95	1,150.57	136.67	*	*	7.70	4,531.89
Apr-09	*	4,187.79	1,150.57	137.17	*	*	7.78	5,483.31
May-09	*	4,700.35	1,150.57	137.17	*	*	7.75	5,995.84
Jun-09	*	7,534.05	1,150.57	137.25	*	*		8,821.87
TOTAL		56,785.36	12,656.27	1,504.47			38.60	64,284.46
AVG		6,309.49	1,150.57	150.45			7.72	5,844.05

TO:

Jeanette Contreras, Library Director

FROM:

Yesenia Baltierra, Acting Human Resources/Finance Analyst

SUBJECT:

Partnership With Community Organizations for September 2009

DATE:

October 13, 2009

The Placentia Achieves School Success (P.A.S.S.) homework clubs resumed on Monday, September 21, 2009. The club at the library will be in session between 4 and 6PM Monday through Thursday. The club at the Homeless Intervention Shelter House (H.I.S. House) will be in session Monday, Tuesday and Wednesday from 6:30 until 8:15 PM. We started an adult technology help program on Wednesday evening between 4 and 6PM. Adult literacy services has 3 new student/tutor pairs.

TO:

Jeanette Contreras, Library Director

FROM:

Yesenia Baltierra, Acting Human Resources/Finance Analyst

SUBJECT:

Active Grant Application for September 2009

DATE:

October 13, 2009

There is no activity to report for the month of September 2009.

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Library Director's Report

DATE: October 13, 2009

Accomplishments

• Enrolled in the Proposition 1A Securitization program.

- Assisted the Placentia Library Friends Foundation with publicity and promotion materials for the Doll Boutique fundraiser and Author's Luncheon.
- Completed the probation performance evaluation for the Administrative Assistant.

Community / Outreach

- Rotary Club of Placentia weekly meetings September 16th, 30th & October 7th.
- Placentia Roundtable Women's Club meeting October 7th.

Training/Workshop/Conferences

- California Special District Annual Conference September 21st 24th.
- Webinar, Digital Library September 15th.

Meetings

- Library Board of Trustees meeting September 15th.
- Managers meetings September 15th.
- All Staff meeting September 17th.
- PLFF Board Meeting September 14th.
- Performance Review with Administrative Assistant September 15th.
- Library Director, Mission Viejo Public Library regarding their 1st Reader's Festival October 2nd.

Projects in Progress

- Heritage Parade
- California Library Association presentation
- Computer Lab project
- Website
- Camp Library
- Technology plan
- Administrative staff performance evaluations

I also attended the Folklorico program on September 19th and the Super STAR storytime for autistic children on September 26th.

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TO:

Library Board of Trustees

FROM:

Roger Hiles, Library Services Manager

SUBJECT:

Library Services Manager Report for September 2009

DATE:

OCTOBER 13, 2009

Activities Report:

Achievements

Set up hosted server for the Library's new website and also created a development site (*plddev.org*) on that server to assist in current and future web development work.

Migrated content to the development site, purchased and installed functionality desired for the new web site.

Presented a two-part In-Service to the Adult Services staff on using subscription databases in providing Reference services on September 16th and 30th.

Attended a webinar on "Building the Digital Branch for the 21st Century" on September 15.

Attended a webinar called the "Digital Reference Summit" on September 30.

Projects in Progress

Website redesign – Will be meeting with staff to add and update content to development site in October prior to the launch of the new site.

Library Technology Plan – working on a two-year plan for technology to help guide hardware and software updates. Anticipated completion date: October 2009.

Computer infrastructure – Use existing equipment and open source software to create a staff domain, shared resources, a common software suite for the staff, and centralized PC management and backup. Planning completed. Anticipated completion date: October 2009.

Living Library Program – Project plan and timeline completed.

Historic Photograph Database Migration – Moving the History Room's digitized photograph collection to new hosting platform. Anticipated completion date: Dec. 31, 2009.

Staff Training – I am preparing a two-part in-service on collection development for the Children's staff for October.

Library Problems manual – working with staff to prepare a manual for staff use during problem situations. First draft due: December 2009.

Reference Collection weeding – ongoing work with Adult Services staff to focus the Adult Reference Collection on items that meet contemporary needs.

Meetings

I attended the Trustees meeting on September 15.

I attended the regular Managers Meetings.

I attended the Adult Services staff meeting on September 23.

TO:

Jeanette Contreras, Library Director

FROM:

Lori Worden, Children's Librarian

SUBJECT:

Children's Services Monthly Activity Report for September 2009

DATE:

October 13, 2009

MONTHLY STATISTICS

Phone reference 26
In person reference/research 450
Total 476

TYPE OF PROGRAM	NUMER OF PROGRAMS	TOTAL ATTENDANCE
Lap Sit 24 months & younger	4	124
Preschool Story Time I & II: 3-6 years	10	192
Pocket Tales: Stories, music, and movement.	5	175
Read to the Dogs	1	20
P-TAC Meetings	1	10
Family Game Day	1	45
F.I.R.S.T. – Family Interactive Reading and Sharing Time	1	20
Super STAR Storytime (New program)		35
9/2 PLD 90 th Birthday Celebration	1	60
9/3 Teen Volunteer Party	1	27
Total September 2009	26	708
Total September 2008	2	5
Current FY to date	79	2872
Previous FY to date	10	2204

ACHIEVEMENTS

- Lori Worden, Brenda Ramirez, and Coleen Wakai helped celebrate the Placentia Library's 90th birthday with activities for children including making birthday cards and decorating cookies for the library's celebration.
- Lori Worden participated in a "Building the Digital Branch for the 21st Century" webinar.
- Brenda Ramirez began conducting the Lap Sit storytime.
- *Lori Worden*, working with author Joanna Keating-Velasco, began Super S.T.A.R., a special storytime for children with autism, on September 26. This program will continue monthly, and is made possible from a grant from the Placentia Presbyterian Church.
- Coleen Wakai hosted a teen volunteer thank you party on September 3. The teens enjoyed dinner and a movie as the library's way to thank them for their service at the library during the summer.
- Lori Worden, Brenda Ramirez, and Coleen Wakai also concentrated on collection development of the Children's collection, including weeding. Each staff member spent time weeding in the picture book, juvenile fiction, and young adult collections.

IN PROGRESS

• Children's staff are making plans for the annual **Camp Library** event. It is scheduled for November 13-14. This program is free for families, and is generously sponsored by the Placentia Library Friends Foundation.

TO: Jeanette Contreras, Library Director

FROM: Toby Silberfarb, Library Assistant Literacy / Volunteers

SUBJECT: Literacy / Volunteer Report for September, 2009

DATE: October 13, 2009

MONTHLY STATISTICS

Volunteer Hours: History Room 45 hrs **PLFF** 667 hrs Library (General) 411 hrs Technical 3 hrs Homework Club (restarted 9/21) 56 hrs H.I.S. House Homework club 10 hrs Tutors (Adult Literacy) 18 hrs Total: 1,210 hrs

Achievements

Restarted the Homework Clubs on-site and at the Homeless Intervention Shelter.

Re-launched Tech Volunteer program. Posted new volunteer job description on Volunteer Match website, followed up & interviewed 3 prospective tech volunteers. Began program on regular schedule (Wednesday nights).

Placed 3 new Adult Literacy Services tutor/student pairs.

Proctored 8 exams for distance learning students.

Projects in Progress

Continued cross-training Gary Bell for volunteer coordinator tasks

Contacted Nancy Hunyadi, presenter of the "Frugal Feasts" program being considered for Spring 2010.

Collection development for the 300s both in the circulating and adult reference collections.

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TO:

Library Board of Trustees

FROM:

Roger Hiles, Library Services Manager

SUBJECT:

Reference and Adult Services Monthly Activity Report for September 2009

DATE:

OCTOBER 13, 2009

MONTHLY STATISTICS

Reference Desk Activity

Phone reference:	313
In person reference/research:	1,258
Guest passes:	8
E-mail reference/research:	0
Electronic: databases/Internet/catalog instruction:	56
Electronic: public computers (desktops):	2,897
express Internet stations (laptops):	1,562
Technology: computer/printer questions or troubleshooting:	618
In library use: ready reference:	18
In library use (cleanup):	2,828

ACHIEVEMENTS

- *Nadia Dallstream* hosted a ballet folklorico performance by the Las Estrellas dancers from the Orange County High School for the Arts, followed by a meal with food donated by El Torrito and Taqueria De Anda. Over 70 people attended.
- Gary Bell, Nadia Dallstream, Katie Matas, Kathy Staymates & Toby Silberfarb attended two In-Service presentations on using electronic resources to provide reference services.
- Nadia Dallstream, Katie Matas & Roger Hiles participated in a "Building the Digital Branch for the 21st Century" webinar.
- Kathy Staymates completed two artist bibliographies.
- Nadia Dallstream updated the Library's Facebook page.
- *Toby Silberfarb* re-launched the Tech Volunteer program with new volunteers and a fixed schedule for assistance. Several patrons were helped in the first week.

IN PROGRESS

- Kathy Staymates is preparing for the Day of the Dead altar program and display.
- *Nadia Dallstream*: is preparing for the October 13th book discussion (Dewey: The Small-Town Library Cat Who Touched The World by Vicki Myron).
- Nadia Dallstream is being cross-trained for tasks in Acquisitions and Technical Services.
- *Gary Bell* is working on a program introducing internet genealogical resources for October 26 to mark National Family History Month.
- Gary Bell is being cross-trained for tasks in Literacy and Volunteer Services.
- Gary Bell, Nadia Dallstream, Katie Matas, Toby Silberfarb, Kathy Staymates and Roger Hiles are weeding the Adult Reference Collection.

TO: Jeanette Contreras, Library Director

FROM: Gary Bell, History Room Librarian

SUBJECT: Local History Room Monthly Report for September 2009

DATE: October 13, 2009

MONTHLY STATISTICS

Visitors to History Room in September,	2009 12
Visitors to History Room in September,	2008 1
Volunteer Hours, September	45
Intern Hours	0

Accomplishments:

- On September 1st I hosted the Heritage Coordinating Council meeting.
- On September 2nd, for the library's 90th birthday, I facilitated a morning discussion on the display I created in the northeast corner display case.
- At noon on the 2nd, I led the month's book discussion of *The Maltese Falcon* by Dashiell Hammett.
- In the afternoon, I spoke, along with Marie Schmidt, about the library's history as we pointed out the pictures we are giving prominence to outside the History Room.
- I prepared a History Room monitoring procedure form for instruction on tending the History Room in the event of my absence.
- I prepared a preliminary collection development plan for the History Room collection and submitted it to the Library Services Manager for consideration.
- I made an inventory of the boxed newspapers in the Friends' book room in preparation for archiving them, as space allows.
- I cross trained with Toby Silberfarb for approximately ten hours in Literacy/Volunteer procedures, as well as visiting H.I.S. House when they began the homework assistance there.
- I completed a report summarizing the issues and concerns derived from our History Room meeting this past summer.

Activity:

- The grandson of Norma Tuffree Fleming researched his family's history from the family archival box, the photo albums and the hanging files.
- Information was sought about the railroad in Placentia, in preparation for the upcoming Heritage Day festivities.
- David Mohler of Santa Barbara inquired about a dentist practicing in Placentia in the 1960s.
- The contributions of volunteers Marie Schmidt, Pat Irot and Pat Jertberg were invaluable in assisting with the 90th birthday celebration.
- Police officer Rudy Segura donated pictures for the archives.

TO:

Jeanette Contreras, Library Director

FROM:

Katie Matas, Librarian, Technical Services

SUBJECT:

Technology & Website Report for September 2009

DATE:

October 13, 2009

MONTHLY STATISTICS

Online database usage:

	September	September	Y-T-D 2009-	Y-T-D	Y-T-D
	2009	2008	10	2008-9	% change
Ancestry.com	157	2	403	454	-11%
General Reference Center	329	0	372	26	93%
Newsbank	68	65	125	507	-75%
Heritage Quest	649	1,516	6,939	6,480	7%
Learning Express	12	26	18	49	-63%
Novelist	101	5	173	68	61%
Tumblebooks	358	237	559	829	-33%
MorningStar*	5	164	221	667	-67%
Valueline	0	0	0	297	-100%
Reference USA	54	40	166	189	-12%
	1,733	2,055	8,976	9,566	-6%

Website traffic for September 2009:

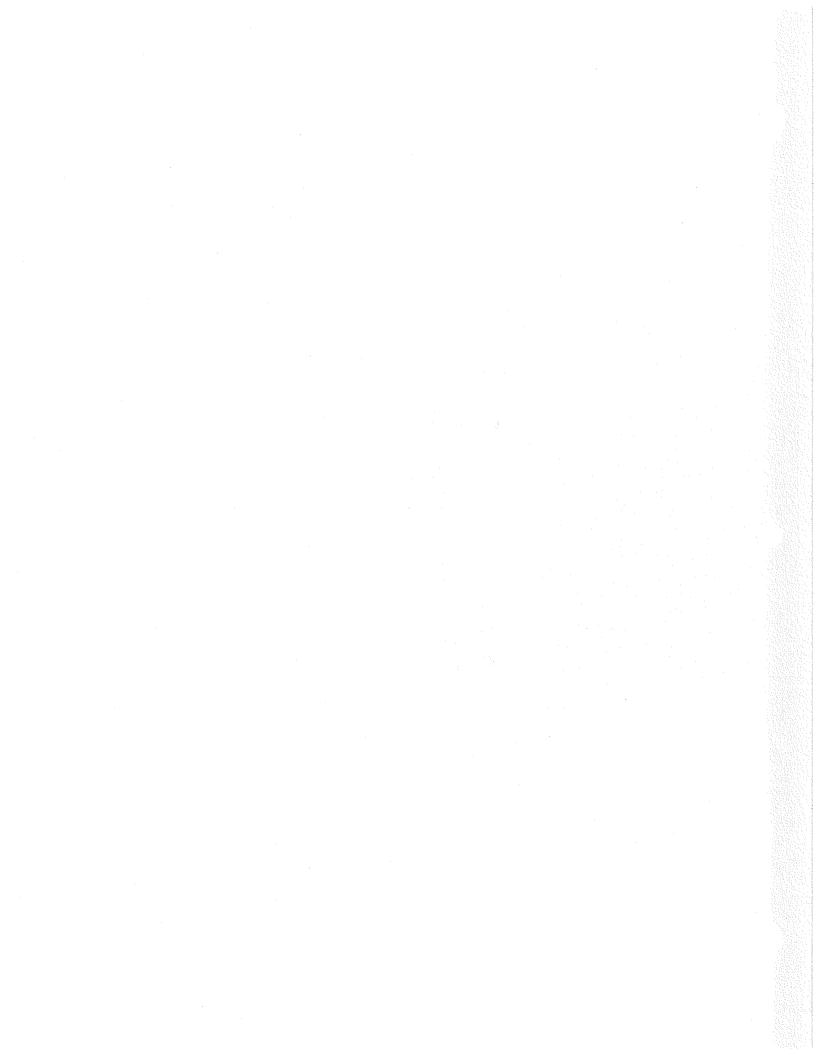
In September 2009 we had 16,970 visitors to our website. In September 2009 there were 42,529 page hits. Last year we had 13,970 visitors and 32,108 page hits in September.

STAFF ACTIVITY

- Katie, Roger, Nadia, Lori, Brenda and Estella participated in a webinar on the "virtual library" presented by Web Junction.
- Katie, Nadia and Roger met to discuss cross training in Acquisitions and Technical Services.

ONGOING PROJECTS

- Jesus and Roger continue to update Library events on the website.
- Jesus continues to maintain the outside electronic sign.
- Roger continues to work on the new Library website design.



TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Library Director's Annual Performance Review

DATE: October 13, 2009

BACKGROUND

The Library Board of Trustees met on September 15, 2009 for a closed session to discuss the Library Director's annual performance evaluation.

The Library Director's annual accomplishments, goals and objectives were provided to the Library Board of Trustees. Highlights include:

- Submitting the 2009-2010 fiscal year budget to the Library Board of Trustees at the June 16, 2009 meeting. Budget was approved with inclusion of the 8% Proposition 1A borrowing from the State.
- Planning, organizing, coordinating, and executing the first Summer Reading Celebration, Placentia Idol teen program, summer reading program for babies and teens, family game day, family book discussion, storytime for autistic children, and adult book discussions.
- Planning, coordinating and executing the grand re-opening and 90th birthday celebrations.
- Implementing the Employee of the Quarter Award to recognize an outstanding employee who has demonstrated exceptional customer service and work performance.
- Finalizing and ensuring the completion of the ADA restroom to meet current ADA regulation.
- Reorganizing the organizational chart to include an Analyst and Library Services Manager.
- Securing funding from the Placentia Library Friends Foundation and the City of Placentia for a computer lab.
- Increasing the number of MLIS employees.
- Providing and implementing performance objectives for managers, supervisors, librarians, library assistants, and library clerks.
- Attending several community events as a representative of the Placentia Library District to establish new relationships and nurture existing partnerships.
- Maintaining an open, cooperative and genuine interaction with the Library Board of Trustees.

RECOMMENDATION

Action to be determined by the Library Board of Trustees.

A5-motion?

Motion to motion to motion to Sept 1st

OBE mercase 4/2% for year retro to Sept 1st

all

TO:

Library Board of Trustees

FROM:

Jeanette Contreras, Library Director

SUBJECT:

Staff Appreciation Dinner Update

DATE:

October 13, 2009

BACKGROUND

It was announced at the September 15, 2009 Library Board of Trustees meeting that the Placentia Library Friends Foundation donated \$1,500 towards the Staff Appreciation Dinner.

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

RECOMMENDATION:

Action to be determined by the Library Board of Trustees.

Thursday 5:30 PM
GW - Nov 12th set date

Spadras in Fulleran

- will have meny selection

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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO:

Library Board of Trustees

FROM:

Jeanette Contreras, Library Director

SUBJECT:

A resolution approving the form of and authorizing the execution and delivery of a purchase and sale agreement and related documents with respect to the sale of the Placentia Library District's proposition 1A receivable from the State; and directing and authorizing certain other actions in connection therewith.

DATE:

October 13, 2009

BACKGROUND

<u>Proposition 1A Suspension</u>: Proposition 1A was passed by California voters in 2004 to ensure local property tax and sales tax revenues remain with local government thereby safeguarding funding for public safety, health, libraries, parks, and other local services. Provisions can only be suspended if the Governor declares a fiscal necessity and two-thirds of the Legislature concur.

The emergency suspension of Proposition 1A was passed by the Legislature and signed by the Governor as ABX4 14 and ABX4 15 as part of the 2009-10 budget package on July 28, 2009. Under the provision, the State will borrow 8% of the amount of property tax revenue apportioned to cities, counties and special districts. The state will be required to repay those obligations plus interest by June 30, 2013.

The legislature is currently reviewing a clean-up bill, SB67 which would provide for a few critical changes to the enacted legislation, including but not limited to providing for: financing to occur in November; county auditor certification of amount of Prop 1A receivable; tax-exempt structure; California Communities as the only issuer; more flexibility on bond structure (interest payments, state payment date and redemption features); sales among local agencies; and revision to the hardship mechanism. While SB 67 has not yet been passed and signed into law, California Communities expects that to occur prior to funding the Program. If for any reason SB 67 is not enacted and the bonds cannot be sold by December 31, 2009, all approved documents placed in escrow with Transaction counsel will be of no force and effect and will be destroyed.

<u>Proposition 1A Securitization Program</u>: Authorized under ABX4 14 and ABX4 15, the Proposition 1A Securitization Program was instituted by California Communities to enable Local Agencies to sell their respective Proposition 1A Receivables to California Communities. Currently, SB67 is being considered to clarify specific aspects of ABX4 14 and ABX4 15. Under the Securitization Program, California Communities will simultaneously purchase the Proposition 1A Receivables, issue bonds ("Prop 1A Bonds") and provide each local agency with

the cash proceeds in two equal installments, on January 15, 2010 and May 3, 2010 (to coincide with the dates that the State will be shifting property tax from local agencies). The purchase price paid to the local agencies will equal 100% of the amount of the property tax reduction. All transaction costs of issuance and interest will be paid by the State of California. Participating local agencies will have no obligation on the bonds and no credit exposure to the State.

If the Placentia Library District sells its Proposition 1A Receivable under the Proposition 1A Securitization Program, California Communities will pledge the Placentia Library District's Proposition 1A Receivable to secure the repayment of a corresponding amount of the Prop 1A Bonds. The Placentia Library District's sale of its Proposition 1A Receivable will be irrevocable. Bondholders will have no recourse to the Placentia Library District if the State does not make the Proposition 1A Repayment.

<u>Proposition 1A Program Sponsor</u>: California Statewide Communities Development Authority ("California Communities") is a joint powers authority sponsored by the California State Association of Counties and the League of California Cities. The member agencies of California Communities include approximately 230 cities and 54 counties throughout California. [Note – the [City/County/Special District] does not need to be a member of California Communities to participate].

Benefits of Participation in the Proposition 1A Securitization Program:

The benefits to the Placentia Library District of participation in the Proposition 1A Securitization Program include:

- <u>Immediate cash relief</u> the sale of the Placentia Library District's Proposition 1A Receivable will provide the Placentia Library District with 100% of its Proposition 1A Receivable in two equal installments, on January 15, 2010 and May 3, 2010.
- Mitigates impact of 8% property tax withholding in January and May Per ABX4 14 and ABX4 15 and the proposed clean-up legislation SB 67, the State will withhold 8% of property tax receivables due to Cities, Counties, and Special Districts under Proposition 1A. The financing outlines bond proceeds to be distributed to coincide with the dates that the State will be shifting property tax from local agencies.
- <u>All costs of financing borne by the State of California</u>. The Placentia Library District will not have to pay any interest cost or costs of issuance in connection with it participation.
- <u>No obligation on Bonds.</u> The Placentia Library District has no obligation with respect to the payment of the bonds, nor any reporting, disclosure or other compliance obligations associated with the bonds.

Proceeds of the Sale of the Placentia Library District's Proposition 1A Receivable:

Upon delivery of the Proposition 1A Bonds, California Communities will make available to the Placentia Library District its fixed purchase price, which will equal 100% of the local agency's Proposition 1A Receivable. These funds may be used for any lawful purpose of the Placentia Library District and are not restricted by the program.

Proposed Proposition 1A Receivables Sale Resolution:

The proposed Proposition 1A Receivables Sale Resolution:

- (1) Authorizes the sale of the Placentia Library District's Proposition 1A Receivable to California Communities for 100% of its receivable;
- (2) Approves the form, and directs the execution and delivery, of the Purchase and Sale Agreement with California Communities and related documents;
- (3) Authorizes and directs any Authorized Officer to send, or to cause to be sent, an irrevocable written instruction required by statute to the State Controller notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement of the Proposition 1A Receivable to the Proposition 1A Bond Trustee;
- (4) Appoints certain Placentia Library District officers and officials as Authorized Officers for purposes of signing documents; and
- (5) Authorizes miscellaneous related actions and makes certain ratifications, findings and determinations required by law.

Proposed Purchase and Sale Agreement

The proposed Purchase and Sale Agreement:

- (1) Provides for the sale of the Proposition 1A Receivable to California Communities;
- (2) Contains representations and warranties of the Placentia Library District to assure California Communities that the Proposition 1A Receivable has not been previously sold, is not encumbered, that no litigation or other actions is pending or threatened to disrupt the transaction and the this is an arm's length "true sale" of the Proposition 1A Receivable.
- (3) Provides mechanics for payment of the Purchase Price
- (4) Contains other miscellaneous provisions.

Proposed Purchase and Sale Agreement Exhibits:

The proposed Proposition 1A Purchase and Sale Agreement Exhibits:

- (B1) Opinion of Counsel: This is an opinion of the counsel to the local agency (which may be an in-house counsel or an outside counsel) covering basic approval of the documents, litigation, and enforceability of the document against the Seller. It will be dated as of the Pricing date of the bonds (currently expected to be November 10, 2009).
- (B2) Bringdown Opinion: This simply "brings down" the opinions to the closing date (currently expected to be November 19, 2009).
- (C1) Certificate of the Clerk of the Local Agency: A certificate of the Clerk confirming that the resolution was duly adopted and is in full force and effect.
- (C2) Seller Certificate: A certification of the Seller dated as of the Pricing Date confirming that the representations and warranties of the Seller are true as of the Pricing Date, confirming authority to sign, confirming due approval of the resolution and providing payment instructions.
- (C3) Bill of Sale and Bringdown Certificate: Certificate that brings the certifications of C2 down to the Closing Date and confirms the sale of the Proposition 1A Receivable as of the Closing Date.
- (D) Irrevocable Instructions to the Controller: Required in order to let the State Controller know that the Proposition 1A Receivable has been sold and directing the State to make payment of the receivable to the Trustee on behalf of the Purchaser.
- (E) Escrow Instruction Letter: Instructs Transaction Counsel (Orrick) to hold all documents in escrow until closing, and if closing does not occur by December 31, 2009 for any reason, to destroy all documents.

Please see Attachment A for Resolution 10-05 and Authorized Officers documents.

Please see Attachment B for the Purchase and Sale Agreement and Exhibits documents.

Please see Attachment C for the reduction of property tax revenue as provided by the County of Orange Auditor-Controller's Office.

RECOMMENDATIONS

Authorize the execution and delivery of a purchase and sale agreement and related documents with respect to the sale of the seller's proposition 1A receivable from the State; and

2) Direct and authorize President Shkoler and Library Director Contreras to sign all related documents; and

3) Motion to read Resolution 10-05 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 purchase and sale agreement and related documents with respect to the sale of the seller's proposition 1A receivable from the State; and directing and authorizing certain other actions in connection therewith; and

4) Motion to adopt Resolution 10-05 by a roll call.

A5- motion adopted

RESOLUTION NO. 10-05

BOARD OF TRUSTEES OF THE PLACENTIA LIBRARY DISTRICT

A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH



WHEREAS, pursuant to Section 25.5 of Article XIII of the California Constitution and Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended (the "Act"), certain local agencies within the State of California (the "State") are entitled to receive certain payments to be made by the State on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year (the "Reimbursement Payments"), which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code;

WHEREAS, the Placentia Library District, a local agency within the meaning of Section 6585(f) of the California Government Code (the "Seller"), is entitled to and has determined to sell all right, title and interest of the Seller in and to its "Proposition 1A receivable", as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund public capital improvements or working capital;

WHEREAS, the Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require;

WHEREAS, the California Statewide Communities Development Authority, a joint exercise of powers authority organized and existing under the laws of the State (the "Purchaser"), has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable;

WHEREAS, the Purchaser desires to purchase the Proposition 1A Receivable and the Seller desires to sell the Proposition 1A Receivable pursuant to a purchase and sale agreement by and between the Seller and the Purchaser in the form presented to this Board of Trustees (the "Sale Agreement") for the purposes set forth herein;

WHEREAS, in order to finance the purchase price of the Proposition 1A Receivable from the Seller and the purchase price of other Proposition 1A Receivables from other local agencies, the Purchaser will issue its bonds (the "Bonds") pursuant to Section 6590 of the California Government Code and an Indenture (the "Indenture"), by and between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), which Bonds will be payable solely

from the proceeds of the Seller's Proposition 1A Receivable and other Proposition 1A Receivables sold to the Purchaser by local agencies in connection with the issuance of the Bonds;

WHEREAS, the Seller acknowledges that (i) any transfer of its Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement shall be treated as an absolute sale and transfer of the property so transferred and not as a pledge or grant of a security interest by Placentia Library District to secure a borrowing, (ii) any such sale of its Proposition 1A Receivable to the Purchaser shall automatically be perfected without the need for physical delivery, recordation, filing or further act, (iii) the provisions of Division 9 (commencing with Section 9101) of the California Commercial Code and Sections 954.5 to 955.1 of the California Civil Code, inclusive, shall not apply to the sale of its Proposition 1A Receivable, and (iv) after such transfer, the Seller shall have no right, title, or interest in or to the Proposition 1A Receivable sold to the Purchaser and the Proposition 1A Receivable will thereafter be owned, received, held and disbursed only by the Purchaser or a trustee or agent appointed by the Purchaser;

WHEREAS, the Seller acknowledges that the Purchaser will grant a security interest in the Proposition 1A Receivable to the Trustee and any credit enhancer to secure payment of the Bonds:

WHEREAS, a portion of the proceeds of the Bonds will be used by the Purchaser to, among other things, pay the purchase price of the Proposition 1A Receivable;

WHEREAS, the Seller will use the proceeds received from the sale of the Proposition 1A Receivable for any lawful purpose as permitted under the applicable laws of the State;

NOW THEREFORE, the Board of Trustees of the Placentia Library District hereby resolves as follows:

Section 1. All of the recitals set forth above are true and correct, and this Board of Trustees hereby so finds and determines.

Section 2. The Seller hereby authorizes the sale of the Proposition 1A Receivable to the Purchaser for a price equal to the amount certified as the Initial Amount (as defined in the Sale Agreement) by the County auditor pursuant to the Act. The form of Sale Agreement presented to the Board of Trustees is hereby approved. An Authorized Officer (as set forth in Appendix A of this Resolution, attached hereto and by this reference incorporated herein) is hereby authorized and directed to execute and deliver the Sale Agreement on behalf of the Seller, which shall be in the form presented at this meeting.

Section 3. Any Authorized Officer is hereby authorized and directed to send, or to cause to be sent, an irrevocable written instruction to the State Controller (the "Irrevocable Written Instruction") notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement pursuant to Section 6588.6(c) of California Government Code of the Proposition 1A Receivable to the Trustee, on behalf of the Purchaser, which Irrevocable Written Instruction shall be in the form presented at this meeting.

Section 4. The Authorized Officers and such other Seller officers, as appropriate, are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, including but not limited to, if required, appropriate escrow instructions relating to the delivery into escrow of executed documents prior to the closing of the Bonds, and such other documents mentioned in the Sale Agreement or the Indenture, which any of them may deem necessary or desirable in order to implement the Sale Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the sale of the Proposition 1A Receivable or the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, may be given or taken by an Authorized Officer without further authorization by this Board of Trustees, and each Authorized Officer is hereby authorized and directed to give any such consent, approval, notice, order or request, to execute any necessary or appropriate documents or amendments, and to take any such action that such Authorized Officer may deem necessary or desirable to further the purposes of this Resolution.

Section 6. The Board of Trustees acknowledges that, upon execution and delivery of the Sale Agreement, the Seller is contractually obligated to sell the Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement and the Seller shall not have any option to revoke its approval of the Sale Agreement or to determine not to perform its obligations thereunder.

Agenda Item 31 Attachment A Page 4 of 9

approval.	Section 7. This Re	solution s	shall take	e effect	from ar	nd after i	ts adop	tion and
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Secretary								
Approved as to	o form :							
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By								

APPENDIX A

PLACENTIA LIBRARY DISTRICT

r NU

Authorized Officers:

Al Shkoler, President

Jeanette Contreras, Library Director

any designee of any of them, as appointed in a written certificate of such Authorized Officer delivered to the Trustee.

October 8, 2009

Re: California Statewide Communities Development Authority
Proposition 1A Receivable Financing Program

To: Participating Local Agency

Thank you for enrolling in the Proposition 1A Receivable Financing Program (the "<u>Program</u>") sponsored by California Statewide Communities Development Authority (CSCDA). Attached are the final versions of the resolution and documents that your local agency will need to approve and execute in order to participate in the Program, as follows:

- (A) Resolution approving participation in the Proposition 1A Receivable Financing Program (the "Proposition 1A Resolution"); and
- (B) Purchase and Sale Agreement (the "Sale Agreement").

In addition, attached to the Sale Agreement are the following documents:

- (C) Opinion of Counsel to be delivered in connection with pricing (Exhibit B1);
- (D) Bringdown Opinion of Counsel to be delivered in connection with closing (Exhibit B2);
- (E) Certificate of the Clerk of your Local Agency (Exhibit C1);
- (F) Seller Certificate (Exhibit C2);
- (G) Bill of Sale and Bringdown Certificate (Exhibit C3);
- (H) Irrevocable Instructions to Controller (Exhibit D); and
- (I) Escrow Instruction Letter (Exhibit E).

Please note that these documents, delivered in pdf format, are final may not be changed. If you have questions or believe changes are required, please immediately contact one of the team members from Orrick, Herrington & Sutcliffe LLP, Transaction Counsel ("Transaction Counsel") listed at the end of this letter.

1. Instructions for Adoption of Resolution

Please take the following steps with respect to the enclosed resolution:

(A) Adopt the Proposition 1A Resolution to participate in the Proposition 1A Receivable Financing

Program. The Proposition 1A Resolution may be placed on the consent calendar for approval.

<u>Agenda Language</u>: The following language should be used for the agenda of the meeting at which the Proposition 1A Resolution will be adopted:

"A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A

PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH."

<u>Sample Staff Report:</u> A sample Staff Report is included in editable format in this distribution for your reference.

<u>Adoption Deadline</u>: The Proposition 1A Resolution must be adopted and delivered back to Transaction Counsel as provided below no later than November 6, 2009, in order to participate in the financing.

<u>Fill in blanks and sign</u>: The Clerk should print the Proposition 1A Resolution, fill in the resolution number on page 1, and fill in the adoption date and the governing board voting information on the last page. Your legal counsel should approve the form by signing the Proposition 1A Resolution on the last page.

2. <u>Instructions for Execution of Documents</u>

Please take the following steps with respect to the attached documents:

(A) Sign the Sale Agreement.

Please arrange for an authorized officer to sign the Sale Agreement. Once your local agency has adopted the Proposition 1A Resolution, has signed the Sale Agreement, and has delivered the documents to Transaction Counsel, your local agency's obligations under the Sale Agreement are binding and are irrevocable.

(B) Have legal counsel sign the legal opinions (Exhibit B1 and Exhibit B2 to Sale Agreement).

Please arrange for legal counsel to sign the legal opinion attached as Exhibit B1 of the Sale Agreement and the bringdown opinion attached as Exhibit B2 of the Sale Agreement. Your legal counsel should circle the appropriate description in each of the bracketed portions of the opinion. Such legal counsel may be the Town Attorney, City Attorney, County Counsel, District Counsel, or such other local agency counsel as appropriate. There is no requirement that the legal opinion or bringdown opinion be placed on the letterhead of such legal counsel.

(C) Sign Clerk's Certificate (Exhibit C1 to Sale Agreement).

Please arrange for the clerk of the governing body of your local agency (i) to manually write on the signature page of the Certificate attached as Exhibit C1 to the Sale Agreement in the appropriate places the resolution number, the adoption date and the governing board voting information, and (ii) to sign the Certificate.

(D) Sign Seller Certificate (Exhibit C2 to Sale Agreement).

Please arrange for the Seller Certificate attached as Exhibit C2 to the Sale Agreement to be signed by (i) the authorized officers of your local agency, and (ii) the clerk of the governing body of your local agency.

(E) Sign Bill of Sale and Bringdown Certificate (Exhibit C3 to the Sale Agreement).

Please arrange for an authorized officer to sign the Bill of Sale and Bringdown Certificate (Exhibit C3 to the Sale Agreement). The Bill of Sale and Bringdown Certificate will be dated the Closing Date, as defined therein. See 4. Conclusion of Transaction below.

(G) Sign Irrevocable Instructions to Controller (Exhibit D to Sale Agreement).

Please arrange for an authorized officer to sign the Irrevocable Instructions to Controller attached as Exhibit D to the Sale Agreement.

(F) Sign Escrow Instruction Letter (Exhibit E to the Sale Agreement).

Please arrange for an authorized officer to (i) manually write on the 1st page of the Escrow Instruction Letter the date of the Escrow Instruction Letter and (ii) sign the Escrow Instruction Letter attached as Exhibit E to the Sale Agreement.

3. Provide Payment Instructions to Trustee

Local agencies have the option of receiving payment of the Purchase Price by wire or by check. If your local agency prefers payment by check, you do not need to do anything further. Checks will be mailed by Wells Fargo Bank, National Association (the "Trustee") on January 15, 2010, and May 3, 2010, to the Principal Place of Business of the Local Agency as provided in the Purchase and Sale Agreement. If your local agency would prefer to be paid by wire transfer, you must contact the Trustee by e-mail to John Deleray at john.deleray@wellsfargo.com, or by facsimile to (213) 614-3355. Provide the local agency's wiring instructions in the following format:

Institution Name
ABA#
Account#
Attention: (e.g. Finance Department of City, County
Treasurer)

If the wire instructions provided are invalid, the Trustee will make payment by check as discussed above.

4. Return Executed Documents and Resolution to Transaction Counsel

As mentioned above, the Proposition 1A Resolution must be adopted no later than November 6, 2009, in order to participate in the Proposition 1A Receivable Financing Program. As soon as possible after adoption of the Proposition 1A Resolution, and in any event no later than November 6, 2009, all

originally executed copies of the documents and resolution described above need to be returned by mail, fax or pdf to:

Orrick, Herrington & Sutcliffe LLP 405 Howard Street San Francisco, California 94105

or

(304) 231-2696 (fax)

or

Propla@orrick.com

Attention: Dulcie Cattrell
Re: CSCDA Proposition 1A Securitization

5. Conclusion of Transaction

After Transaction Counsel receives the executed documents described above, CSCDA and its investment bankers will price the Bonds on or about November 10, 2009. At that time, CSCDA will inform you that it will pay the Purchase Price in the manner described in the Sale Agreement and will inform you of the Closing Date.

Should any event occur between the time the documents are delivered to Transaction Counsel and the Closing Date which makes the opinions or certifications contained in the bringdown opinion or certificate (Exhibits B2 and C3) untrue as of the Closing Date, you must immediately inform Transaction Counsel. These documents will be released by Transaction Counsel on the Closing Date absent any such notification.

6. Contacts for Further Information

If you have any questions regarding this letter, the instructions contained herein, or the documents enclosed herewith, please call (916) 329-4915.

Very Truly Yours,

John H. Knox

John H. Knox

PLACENTIA LIBRARY DISTRICT, CALIFORNIA, as Seller

and

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, as Purchaser

PURCHASE AND SALE AGREEMENT

Dated as of November 1, 2009

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of November 1, 2009 (this "Agreement"), is entered into by and between:

- (1) PLACENTIA LIBRARY DISTRICT, a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code (the "Seller"); and
- (2) CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Purchaser").

RECITALS

- A. Pursuant to Section 25.5 of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, local agencies within the meaning of Section 6585(f) of the California Government Code are entitled to receive certain payments to be made by the State of California (the "State") on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year, which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code.
- B. The Seller is the owner of the Proposition 1A Receivable (as defined below) and is entitled to and has determined to sell all right, title and interest in and to the Proposition 1A receivable, namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund any lawful purpose as permitted under the applicable laws of the State.
- C. The Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require.
- D. The Purchaser, a joint exercise of powers authority organized and existing under the laws of the State, has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable.
- E. The Seller is willing to sell, and the Purchaser is willing to purchase, the Proposition 1A Receivable upon the terms specified in this Agreement.
- F. Pursuant to its Proposition 1A Receivable Financing Program (the "Program"), the Purchaser will issue its bonds (the "Bonds") pursuant to an Indenture (the "Indenture"), between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and will use a portion of the proceeds thereof to purchase the Proposition 1A Receivable from the Seller.
- G. The Purchaser will grant a security interest in such Proposition 1A Receivable to the Trustee and each Credit Enhancer to secure the Bonds.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Definitions and Interpretation.

- (a) For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in <u>Exhibit A</u> attached hereto and which is incorporated by reference herein.
- (b) The words "hereof," "herein," "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; section and exhibits references contained in this Agreement are references to sections and exhibits in or to this Agreement unless otherwise specified; and the term "including" shall mean "including without limitation."
- (c) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time may be amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments and exhibits thereto and instruments incorporated therein; and any references to a Person are also to its permitted successors and assigns.

2. Agreement to Sell and Purchase; Conditions Precedent.

- (a) The Seller agrees to sell, and the Purchaser agrees to purchase, on the Closing Date, for an amount equal to the Purchase Price, all right, title and interest of the Seller in and to the "Proposition 1A receivable" as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code. The Purchase Price shall be paid by the Purchaser to the Seller in two equal cash installment payments, without interest (each, an "Installment Payment" and, collectively, the "Installment Payments"), on January 15, 2010, and May 3, 2010 (each a "Payment Date" and, collectively, the "Payment Dates"). The Purchaser shall pay the Purchase Price by wire transfer pursuant to wire instructions provided by the Seller to the Trustee by e-mail to john.deleray@wellsfargo.com or by facsimile to 213-614-3355, Attention: John Deleray. If wire instructions are not provided to the Trustee (or if such wire instructions are invalid) payment will be made by check mailed to the Seller's Principal Place of Business.
- (b) The performance by the Purchaser of its obligations hereunder shall be conditioned upon:
 - (i) Transaction Counsel receiving on or before the date the Bonds are sold (the "<u>Pricing Date</u>"), to be held in escrow until the Closing Date and then delivered to the Purchaser on the Closing Date, the following documents

duly executed by the Seller or its counsel, as applicable: (1) an opinion of counsel to the Seller dated the Pricing Date in substantially the form attached hereto as Exhibit B1, (2) certificates dated the Pricing Date in substantially the forms attached hereto as Exhibit C1 and Exhibit C2, (3) irrevocable instructions to the Controller dated as of the Closing Date in substantially the form attached hereto as Exhibit D, (4) this Agreement, (5) a certified copy of the resolution of the Seller's Board of Trustees approving this Agreement, the transactions contemplated hereby and the documents attached hereto as exhibits, and (6) an escrow instruction letter in substantially the form attached hereto as Exhibit E;

- (ii) Transaction Counsel receiving on or before the Pricing Date, (1) a bringdown opinion of counsel to the Seller dated as of the Closing Date in substantially the form attached hereto as Exhibit B2, and (2) a bill of sale and bringdown certificate of the Seller (the "Bill of Sale") in substantially the form attached hereto as Exhibit C3; provided that the Purchaser may waive, in its sole discretion, the requirements of Section 2(b)(ii)(1);
- (iii) the Purchaser issuing Bonds in an amount which will be sufficient to pay the Purchase Price; and
- (iv) the receipt by the Purchaser of a certification of the County Auditor confirming the Initial Amount of the Proposition 1A Receivable pursuant to the Act.
- (c) The performance by the Seller of its obligations hereunder shall be conditioned solely upon the Purchaser's issuance of the Bonds its execution and delivery of this Agreement, pursuant to which it is legally obligated to pay the Installment Payments to the Seller on the Payment Dates as set forth in this Agreement, and no other act or omission on the part of the Purchaser or any other party shall excuse the Seller from performing its obligations hereunder. Seller specifically disclaims any right to rescind this Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make Installment Payments in the requisite amounts on the Payment Dates.
- 3. <u>Purchase Price</u>, <u>Conveyance of Proposition 1A Receivable and Payment of Purchase Price</u>.
- (a) Upon pricing of the Bonds by the Purchaser, the Purchaser will inform the Seller that it will pay the Purchase Price in Installment Payments on the Payment Dates.
- (b) In consideration of the Purchaser's agreement to pay and deliver to the Seller the Installment Payments on the Payment Dates, the Seller agrees to (i) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided herein, and the Purchaser agrees to purchase, accept and receive, the Proposition 1A Receivable, and (ii) assign to the Purchaser, to the extent permitted by law, all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other

applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. This is the statement referred to in Sections 6588.6(b) and (c) of the California Government Code.

- 4. <u>Representations and Warranties of the Purchaser</u>. The Purchaser represents and warrants to the Seller, as of the date hereof, as follows:
- (a) The Purchaser is duly organized, validly existing and in good standing under the laws of the State of California.
- (b) The Purchaser has full power and authority to enter into this Agreement and to perform its obligations hereunder and has duly authorized such purchase and assignment of the Proposition 1A Receivable by the Purchaser by all necessary action.
- (c) Neither the execution and delivery by the Purchaser of this Agreement, nor the performance by the Purchaser of its obligations hereunder, shall conflict with or result in a breach or default under any of its organizational documents, any law, rule, regulation, judgment, order or decree to which it is subject or any agreement or instrument to which it is a party.
- (d) To the best of the knowledge of the Purchaser, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Purchaser affecting the existence of the Purchaser or the titles of its commissioners or officers, or seeking to restrain or to enjoin the purchase of the Proposition 1A Receivable or to direct the application of the proceeds of the purchase thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Purchaser contemplated by any of said documents, or in any way contesting the powers of the Purchaser or its authority with respect to the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Purchaser contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Purchaser from purchasing the Proposition 1A Receivable or which if determined adversely to the Purchaser would have an adverse effect upon the Purchaser's ability to purchase the Proposition 1A Receivable, nor to the knowledge of the Purchaser is there any basis therefor.
- (e) This Agreement, and its execution, delivery and performance hereof have been duly authorized by it, and this Agreement has been duly executed and delivered by it and constitutes its valid and binding obligation enforceable against it in accordance with the terms hereof, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.
- (f) The Purchaser is a separate legal entity, acting solely through its authorized representatives, from the Seller, maintaining separate records, books of account, assets, bank accounts and funds, which are not and have not been commingled with those of the Seller.

- (g) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the purchase by the Purchaser of the Proposition 1A Receivable or the performance by the Purchaser of its obligations under the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.
- (h) Insofar as it would materially adversely affect the Purchaser's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Purchaser is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Purchaser, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the execution and delivery by the Purchaser of the Transaction Documents to which it is a party, and compliance by the Purchaser with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Purchaser a breach of or default under any agreement or other instrument to which the Purchaser is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Purchaser is subject.
- 5. <u>Representations and Warranties of the Seller</u>. The Seller hereby represents and warrants to the Purchaser, as of the date hereof, as follows:
- (a) The Seller is a local agency within the meaning of Section 6585(f) of the California Government Code, with full power and authority to execute and deliver this Agreement and to carry out its terms.
- (b) The Seller has full power, authority and legal right to sell and assign the Proposition 1A Receivable to the Purchaser and has duly authorized such sale and assignment to the Purchaser by all necessary action; and the execution, delivery and performance by the Seller of this Agreement has been duly authorized by the Seller by all necessary action.
- (c) This Agreement has been, and as of the Closing Date the Bill of Sale will have been, duly executed and delivered by the Seller and, assuming the due authorization, execution and delivery of this Agreement by the Purchaser, each of this Agreement and the Bill of Sale constitutes a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.
- (d) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the sale by the Seller of the Proposition 1A Receivable or the performance by the Seller of its

obligations under the Resolution and the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

- (e) Insofar as it would materially adversely affect the Seller's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Seller is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Seller, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the adoption of the Resolution and the execution and delivery by the Seller of the Transaction Documents to which it is a party, and compliance by the Seller with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Seller a breach of or default under any agreement or other instrument to which the Seller is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Seller is subject.
- (f) To the best of the knowledge of the Seller, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller affecting the existence of the Seller or the titles of its Board of Trustees members or officers to their respective offices, or seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents, or in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Seller contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Seller from selling the Proposition 1A Receivable or which if determined adversely to the Seller would have an adverse effect upon the Seller's ability to sell the Proposition 1A Receivable, nor to the knowledge of the Seller is there any basis therefor.
- (g) Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller was the sole owner of the Proposition 1A Receivable, and has such right, title and interest to the Proposition 1A Receivable as provided in the Act. From and after the conveyance of the Proposition 1A Receivable by the Seller to Purchaser on the Closing Date, the Seller shall have no right, title or interest in or to the Proposition 1A Receivable. Except as provided in this Agreement, the Seller has not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor has the Seller created, or to the best knowledge of the Seller permitted the creation of, any lien, pledge, security interest or any other encumbrance (a "Lien") thereon. Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller held title to the Proposition 1A Receivable free and clear of any Liens. As of the Closing Date, this Agreement, together with the Bill of Sale, constitutes a valid and absolute sale to the Buyer of all of the Seller's right, title and interest in and to the Proposition 1A Receivable.

- (h) The Seller acts solely through its authorized officers or agents.
- (i) The Seller maintains records and books of account separate from those of the Purchaser.
- (j) The Seller maintains its respective assets separately from the assets of the Purchaser (including through the maintenance of separate bank accounts); the Seller's funds and assets, and records relating thereto, have not been and are not commingled with those of the Purchaser.
- (k) The Seller's principal place of business and chief executive office is located at 411 E. Chapman Avenue, Placentia, CA 92870.
- (l) The aggregate amount of the Installment Payments is reasonably equivalent value for the Proposition 1A Receivable. The Seller acknowledges that the amount payable to or on behalf of the Purchaser by the State with respect to the Proposition 1A Receivable will be in excess of the Purchase Price and the Initial Amount of the Proposition 1A Receivable and confirms that it has no claim to any such excess amount whatsoever.
- (m) The Seller does not act as an agent of the Purchaser in any capacity, but instead presents itself to the public as an entity separate from the Purchaser.
- (n) The Seller has not guaranteed and shall not guarantee the obligations of the Purchaser, nor shall it hold itself out or permit itself to be held out as having agreed to pay or as being liable for the debts of the Purchaser; and the Seller has not received nor shall the Seller accept any credit or financing from any Person who is relying upon the availability of the assets of the Purchaser in extending such credit or financing. The Seller has not purchased and shall not purchase any of the Bonds or any interest therein.
- (o) All transactions between or among the Seller, on the one hand, and the Purchaser on the other hand (including, without limitation, transactions governed by contracts for services and facilities, such as payroll, purchasing, accounting, legal and personnel services and office space), whether existing on the date hereof or entered into after the date hereof, shall be on terms and conditions (including, without limitation, terms relating to amounts to be paid thereunder) which are believed by each such party thereto to be both fair and reasonable and comparable to those available on an arms-length basis from Persons who are not affiliates.
- (p) The Seller has not, under the provisions of Section 100.06(b) of the California Revenue and Taxation Code, received a reduction for hardship or otherwise, nor has it requested, made arrangements for, or completed a reallocation or exchange with any other local agency, of the total amount of the ad valorem property tax revenue reduction allocated to the Seller pursuant to Section 100.06(a) of the California Revenue and Taxation Code.

6. Covenants of the Seller.

(a) The Seller shall not take any action or omit to take any action which adversely affects the interests of the Purchaser in the Proposition 1A Receivable and in the proceeds thereof. The Seller shall not take any action or omit to take any action that shall adversely affect

the ability of the Purchaser, and any assignee of the Purchaser, to receive payments of the Proposition 1A Receivable.

- (b) The Seller shall not take any action or omit to take any action that would impair the validity or effectiveness of the Act, nor, without the prior written consent of the Purchaser or its assignees, agree to any amendment, modification, termination, waiver or surrender of, the terms of the Act, or waive timely performance or observance under the Act. Nothing in this agreement shall impose a duty on the Seller to seek to enforce the Act or to seek enforcement thereof by others, or to prevent others from modifying, terminating, discharging or impairing the validity or effectiveness of the Act.
- (c) Upon request of the Purchaser or its assignee, (i) the Seller shall execute and deliver such further instruments and do such further acts (including being named as a plaintiff in an appropriate proceeding) as may be reasonably necessary or proper to carry out more effectively the purposes and intent of this Agreement and the Act, and (ii) the Seller shall take all actions necessary to preserve, maintain and protect the title of the Purchaser to the Proposition 1A Receivable.
- (d) On or before the Closing Date, the Seller shall send (or cause to be sent) an irrevocable instruction to the Controller pursuant to Section 6588.6(c) of California Government Code to cause the Controller to disburse all payments of the Proposition 1A Receivable to the Trustee, together with notice of the sale of the Proposition 1A Receivable to the Purchaser and the assignment of all or a portion of such assets by the Purchaser to the Trustee. Such notice and instructions shall be in the form of Exhibit D hereto. The Seller shall not take any action to revoke or which would have the effect of revoking, in whole or in part, such instructions to the Controller. Upon sending such irrevocable instruction, the Seller shall have relinquished and waived any control over the Proposition 1A Receivable, any authority to collect the Proposition 1A Receivable, and any power to revoke or amend the instructions to the Controller contemplated by this paragraph. Except as provided in Section 2(c) of this Agreement, the Seller shall not rescind, amend or modify the instruction described in the first sentence of this paragraph. The Seller shall cooperate with the Purchaser or its assignee in giving instructions to the Controller if the Purchaser or its assignee transfers the Proposition 1A Receivable. In the event that the Seller receives any proceeds of the Proposition 1A Receivable, the Seller shall hold the same in trust for the benefit of the Purchaser and the Trustee and each Credit Enhancer, as assignees of the Purchaser, and shall promptly remit the same to the Trustee.
- (e) The Seller hereby covenants and agrees that it will not at any time institute against the Purchaser, or join in instituting against the Purchaser, any bankruptcy, reorganization, arrangement, insolvency, liquidation, or similar proceeding under any United States or state bankruptcy or similar law.
- (f) The financial statements and books and records of the Seller prepared after the Closing Date shall reflect the separate existence of the Purchaser and the sale to the Purchaser of the Proposition 1A Receivable.
- (g) The Seller shall treat the sale of the Proposition 1A Receivable as a sale for regulatory and accounting purposes.

- (h) From and after the date of this Agreement, the Seller shall not sell, transfer, assign, set over or otherwise convey any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor shall the Seller create, or to the knowledge of the Seller permit the creation of, any Lien thereon.
- 7. The Purchaser's Acknowledgment. The Purchaser acknowledges that the Proposition 1A Receivable is not a debt or liability of the Seller, and that the Proposition 1A Receivable is payable solely by the State from the funds of the State provided therefor. Consequently, neither the taxing power of the Seller, nor the full faith and credit thereof is pledged to the payment of the Proposition 1A Receivable. No representation is made by the Seller concerning the obligation or ability of the State to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any representation made with respect to the ability of the State to enact any change in the law applicable to the Transaction Documents (including without limitation Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). The Purchaser acknowledges that the Seller has no obligation with respect to any offering document or disclosure related to the Bonds.

8. Notices of Breach.

- (a) Upon discovery by the Seller or the Purchaser that the Seller or Purchaser has breached any of its covenants or that any of the representations or warranties of the Seller or the Purchaser are materially false or misleading, in a manner that materially and adversely affects the value of the Proposition 1A Receivable or the Purchase Price thereof, the discovering party shall give prompt written notice thereof to the other party and to the Trustee, as assignee of the Purchaser, who shall, pursuant to the Indenture, promptly thereafter notify each Credit Enhancer and the Rating Agencies.
- (b) The Seller shall not be liable to the Purchaser, the Trustee, the holders of the Bonds, or any Credit Enhancer for any loss, cost or expense resulting from the failure of the Trustee, any Credit Enhancer or the Purchaser to promptly notify the Seller upon the discovery by an authorized officer of the Trustee, any Credit Enhancer or the Purchaser of a breach of any covenant or any materially false or misleading representation or warranty contained herein.
- 9. <u>Liability of Seller: Indemnification</u>. The Seller shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Seller under this Agreement. The Seller shall indemnify, defend and hold harmless the Purchaser, the Trustee and each Credit Enhancer, as assignees of the Purchaser, and their respective officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon any such Person by the Seller's breach of any of its covenants contained herein or any materially false or misleading representation or warranty of the Seller contained herein. Notwithstanding anything to the contrary herein, the Seller shall have no liability for the payment of the principal of or interest on the Bonds issued by the Purchaser.

10. Limitation on Liability.

- (a) The Seller and any officer or employee or agent of the Seller may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action regarding the Act that is unrelated to its specific obligations under this Agreement.
- (b) No officer or employee of the Seller shall have any liability for the representations, warranties, covenants, agreements or other obligations of the Seller hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Seller.
- 11. The Seller's Acknowledgment. The Seller hereby agrees and acknowledges that the Purchaser intends to assign and grant a security interest in all or a portion of (a) its rights hereunder and (b) the Proposition 1A Receivable, to the Trustee and each Credit Enhancer pursuant to the Indenture. The Seller further agrees and acknowledges that the Trustee, the holders of the Bonds, and each Credit Enhancer have relied and shall continue to rely upon each of the foregoing representations, warranties and covenants, and further agrees that such Persons are entitled so to rely thereon. Each of the above representations, warranties and covenants shall survive any assignment and grant of a security interest in all or a portion of this Agreement or the Proposition 1A Receivable to the Trustee and each Credit Enhancer and shall continue in full force and effect, notwithstanding any subsequent termination of this Agreement and the other Transaction Documents. The above representations, warranties and covenants shall inure to the benefit of the Trustee and each Credit Enhancer.
- 12. <u>Notices</u>. All demands upon or, notices and communications to, the Seller, the Purchaser, the Trustee or the Rating Agencies under this Agreement shall be in writing, personally delivered or mailed by certified mail, return receipt requested, to such party at the appropriate notice address, and shall be deemed to have been duly given upon receipt.
- 13. <u>Amendments</u>. This Agreement may be amended by the Seller and the Purchaser, with (a) the consent of the Trustee, (b) the consent of each Credit Enhancer, and (c) a Rating Agency Confirmation, but without the consent of any of the holders of the Bonds, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement.

Promptly after the execution of any such amendment, the Purchaser shall furnish written notification of the substance of such amendment to the Trustee and to the Rating Agencies.

14. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Seller, the Purchaser and their respective successors and permitted assigns. The Seller may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Purchaser. Except as specified herein, the Purchaser may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Seller.

- 15. Third Party Rights. The Trustee and each Credit Enhancer are express and intended third party beneficiaries under this Agreement. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any Person, other than the parties hereto, the Trustee, and each Credit Enhancer, and their permitted successors and assigns hereunder, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement or under or by virtue of any provision herein.
- 16. <u>Partial Invalidity</u>. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
- 17. <u>Counterparts</u>. This Agreement may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes.
- 18. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter hereof.

19. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be duly executed as of the date first written above.

PLACENTIA LIBRARY DISTRICT, as Seller

By:	
A	uthorized Officer
- · · · · · · · · · · · · · ·	STATEWIDE COMMUNITIES IT AUTHORITY, as Purchaser
By:	
Aı	thorized Signatory

EXHIBIT A DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings set forth below.

"Act" means Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended.

"Bill of Sale" has the meaning given to that term in Section 2(b)(ii) hereof.

"Closing Date" means the date on which the Bonds are issued. The Closing Date is expected to be November 19, 2009, but the Purchaser may change the Closing Date by providing e-mail notification to jcontreras@placentialibrary.org not later than one day prior to the Closing Date.

"Controller" means the Controller of the State.

"County Auditor" means the auditor or auditor-controller of the county within which the Seller is located.

"Credit Enhancer" means any municipal bond insurance company, bank or other financial institution or organization which is performing in all material respects its obligations under any Credit Support Instrument for some or all of the Bonds.

"Credit Support Instrument" means a policy of insurance, a letter of credit, a stand-by purchase agreement, a revolving credit agreement or other credit arrangement pursuant to which a Credit Enhancer provides credit or liquidity support with respect to the payment of interest, principal or purchase price of the Bonds.

"Initial Amount" means, with respect to the Proposition 1A Receivable, the amount of property tax revenue reallocated away from the Seller pursuant to the provisions of Section 100.06 of the Revenue and Taxation Code, as certified by the County Auditor pursuant to the Act.

"Installment Payments" have the meaning set forth in Section 2(a).

"Payment Dates" have the meaning set forth in Section 2(a).

"Pricing Date" means the date on which the Bonds are sold. The Pricing Date is expected to be November 10, 2009, but the Purchaser may change the Pricing Date by providing e-mail notification to jcontreras@placentialibrary.org not later than one day prior to the Pricing Date.

"Principal Place of Business" means, with respect to the Seller, the location of the Seller's principal place of business and chief executive office located at 411 E. Chapman Avenue, Placentia, CA 92870.

"Proposition 1A Receivable" has the meaning set forth in Section 2(a).

"Purchase Price" means an amount equal to the Initial Amount.

"Rating Agency" means any nationally recognized rating agency then providing or maintaining a rating on the Bonds at the request of the Purchaser.

"Rating Agency Confirmation" means written confirmation from each Rating Agency that any proposed action will not, in and of itself, cause the Rating Agency to lower, suspend or withdraw the rating then assigned by such Rating Agency to any Bonds.

"Resolution" means the resolution adopted by the Board of Trustees approving the sale of the Proposition 1A Receivable.

"State" means the State of California.

"Transaction Counsel" means Orrick, Herrington & Sutcliffe LLP.

"Transaction Documents" mean this Agreement, the Bill of Sale, the Indenture, the Bonds and the Irrevocable Instructions For Disbursement of Proposition 1A Receivable of Placentia Library District, dated as of the Closing Date.

EXHIBIT B1

OPINION OF COUNSEL to PLACENTIA LIBRARY DISTRICT

Dated: Pricing Date

California Statewide Communities Development Authority Sacramento, California

Wells Fargo Bank, National Association Los Angeles, California

Re: Sale of Proposition 1A Receivable

Ladies & Gentlemen:

[I have/This Office has] acted as counsel for the Placentia Library District (the "Seller") in connection with the adoption of that certain resolution (the "Resolution") of the Board of Trustees of the Seller (the "Governing Body") pursuant to which the Seller authorized the sale to the California Statewide Communities Development Authority (the "Purchaser") of the Seller's "Proposition 1A Receivable", as defined in and pursuant to the Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the Seller and the Purchaser. In connection with these transactions, the Seller has issued certain Irrevocable Instructions For Disbursement of the Seller's Proposition 1A Receivable to the Controller of the State of California (the "Disbursement Instructions") and a Bill of Sale and Bringdown Certificate of the Seller (the "Bill of Sale" and, collectively with the Sale Agreement and the Disbursement Instructions, the "Seller Documents").

Unless the context otherwise requires, capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Sale Agreement. [I/We] have examined and are familiar with the Seller Documents and with those documents relating to the existence, organization, and operation of the Seller, the adoption of the Resolution, and the execution of the Seller Documents, and have satisfied ourselves as to such other matters as [I/we] deem necessary in order to render the following opinions. As to paragraphs numbered 3 and 4 below, [I/we] have relied as to factual matters on the representations and warranties of the Seller contained in the Sale Agreement.

Based upon the foregoing, and subject to the limitations and qualifications set forth herein, [I/we] are of the opinion that:

- 1. The Seller is a local agency, within the meaning of Section 6585(f) of the California Government Code. The Governing Body is the governing body of the Seller.
- 2. The Resolution was duly adopted at a meeting of the Governing Body, which was called and held pursuant to law and with all public notice required by law, and at which a quorum was present and acting throughout, and the Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.
- 3. To the best of [my/our] knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller (i) affecting the existence of the Seller or the titles of its Governing Body members or officers to their respective offices; (ii) seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or materially adversely affecting the sale of the Proposition 1A Receivable; (iii) in any way contesting or affecting the validity or enforceability of the Resolution, Seller Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents; or (iv) in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Seller Documents or any other applicable agreement, or any action on the part of the Seller contemplated by any of said documents.
- 4. To the best of [my/our] knowledge, prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller had not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Seller's Proposition 1A Receivable, nor had the Seller created, or permitted the creation of, any Lien thereon.
- 5. The Seller has duly authorized and executed the Seller Documents and, assuming the due authorization execution and delivery of the Sale Agreement by the Purchaser, each Seller Document will be legal, valid and binding against the Seller and enforceable against the Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or laws relating to or affecting creditors' rights, and the application of equitable principles and the exercise of judicial discretion in appropriate areas.

No opinion is expressed concerning the obligation or ability of the State of California to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any opinion expressed with respect to the ability of the State to enact any change in the law applicable to the Seller Documents (including, without limitation, Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). Furthermore, [I/we] express no opinion as to the value of the Proposition 1A Receivable or as to any legal or equitable remedies that may be available to any person should the Proposition 1A Receivable have little or no value. No opinion is expressed with respect to the sale of Bonds by the Purchaser.

The legal opinion set forth herein is intended for the information solely of the addressees hereof and for the purposes contemplated by the Sale Agreement. The addressees may not rely on it in connection with any transactions other than those described herein, and it is not to be relied upon by any other person or entity, or for any other purpose, or quoted as a whole or in part, or otherwise referred to, in any document, or to be filed with any governmental or administrative agency other than the Purchaser or with any other person or entity for any purpose without [my/our] prior written consent. In addition to the addressees hereof, each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. [I/We] do not undertake to advise you of matters that may come to [my/our] attention subsequent to the date hereof that may affect the opinions expressed herein.

Very truly yours,

By:	Seller's Counsel	

EXHIBIT B2

OPINION OF COUNSEL to PLACENTIA LIBRARY DISTRICT

Dated: Closing Date

California Statewide Communities Development Authority Sacramento, California

Wells Fargo Bank, National Association Los Angeles, California

Re: Sale of Proposition 1A Receivable (Bringdown Opinion)

Ladies & Gentlemen:

Pursuant to that certain Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the Placentia Library District (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), this Office delivered an opinion (the "Opinion") dated the Pricing Date as counsel for the Seller in connection with the sale of the Seller's Proposition 1A Receivable (as defined in the Sale Agreement), the execution of documents related thereto and certain other related matters.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

I confirm that you may continue to rely upon the Opinion as if it were dated as of the date hereof. Each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. This letter is delivered to you pursuant to Section 2(b)(ii)(1) of the Sale Agreement.

Very truly	yours,		
By:			
•	Seller's Cou	nsel	

EXHIBIT C1 CLERK'S CERTIFICATE

CERTIFICATE OF THE SECRETARY OF PLACENTIA LIBRARY DISTRICT, CALIFORNIA

Dated: Pricing Date

The undersigned Secretary of the Placentia Library District of the State of California within the meaning of Section 6585(f) Code, does hereby certify that the foregoing is a full, true and code duly adopted at a regular meeting of the Board of and legally held at the regular meeting place thereof on the 2009, of which meeting all of the members of said Board of True which a quorum was present and acting throughout, and that at sai adopted by the following vote:	of the California Government orrect copy of Resolution No. of Trustees of said Seller duly day of, rustees had due notice and at
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
I do hereby further certify that I have carefully compared minutes of said meeting on file and of record in my office and that and correct copy of the original resolution adopted at said meeting and that said resolution has not been amended, modified or resadoption and the same is now in full force and effect.	t said resolution is a full, true g and entered in said minutes
I do hereby further certify that an agenda of said meeting before said meeting at a location in the City of Placentia, California of the public, and a brief general description of said resolution appear	freely accessible to members
Capitalized terms used but not defined herein shall have terms in the Purchase and Sale Agreement, dated as of November and the California Statewide Communities Development Authority.	
WITNESS by my hand as of the Pricing Date.	
By: Secretary of the California	he Placentia Library District,

EXHIBIT C2 SELLER CERTIFICATE

SELLER CERTIFICATE

Dated: Pricing Date

We, the undersigned officers of the Placentia Library District (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, holding the respective offices herein below set opposite our signatures, do hereby certify that on the date hereof the following documents (the "Seller Transaction Documents") were officially executed and delivered by the Authorized Officer or Officers whose names appear on the executed copies thereof, to wit:

Document

- 1. Purchase and Sale Agreement, dated as of November 1, 2009 (the "Sale Agreement"), between the Seller and the California Statewide Communities Development Authority (the "Purchaser").
- 2. Irrevocable Instructions For Disbursement of Seller's Proposition 1A Receivable to the Controller of the State of California, dated the Closing Date.
- 3. Bill of Sale, dated the Closing Date.

Capitalized terms used herein and not defined herein shall have the meaning given such terms in the Sale Agreement.

We further certify as follows:

- 1. At the time of signing the Seller Transaction Documents and the other documents and opinions related thereto, we held said offices, respectively, and we now hold the same.
- 2. The representations and warranties of the Seller contained in the Seller Transaction Documents are true and correct as of the date hereof in all material respects.
- 3. The Board of Trustees duly adopted its resolution (the "Resolution") approving the sale of the Seller's Proposition 1A Receivable at a meeting of the Board of Trustees which was duly called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Resolution was adopted, and such Resolution is in full force and effect and has not been amended, modified, supplemented or rescinded.

Name, Offi	icial litle						Si	gnature		
Al Shkoler	, President									
Jeanette Co	ontreras, Librar	y Director								_
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genuine.	I HEREBY	CERTIF	Y that	the sig	natures	of the	officer	s named	above	are
	Dated: Pric	ing Date								
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					Califor		e Placer	ntia Libra	ry Distri	ct,

EXHIBIT C3 BILL OF SALE AND BRINGDOWN CERTIFICATE

BILL OF SALE AND BRINGDOWN CERTIFICATE

Pursuant to terms and conditions of the Purchase and Sale Agreement (the "Sale Agreement"), dated as of November 1, 2009, between the undersigned (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), and in consideration of the obligation of the Purchaser to pay and deliver to the Seller the Purchase Price (as defined in the Sale Agreement), in two equal installment payments to be made on January 15, 2010, and May 3, 2010 (collectively, the "Payment Dates"), the Seller does hereby (a) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided in the Sale Agreement, the Proposition 1A Receivable as defined in the Sale Agreement (the "Proposition 1A Receivable"), and (b) assign to the Purchaser, to the extent permitted by law (as to which no representation is made), all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. Seller specifically disclaims any right to rescind the Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make the installment payments in the requisite amounts on the Payment Dates.

The Seller hereby certifies that the representations and warranties of the Seller set forth in the Certificate of the Secretary dated the Pricing Date, the Seller Certificate dated the Pricing Date and in the Transaction Documents to which the Seller is a party are true and correct in all material respects as of the date hereof (except for such representations and warranties made as of a specified date, which are true and correct as of such date). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

Dated: Closing Date	
	PLACENTIA LIBRARY DISTRICT

EXHIBIT D IRREVOCABLE INSTRUCTIONS TO CONTROLLER

IRREVOCABLE INSTRUCTIONS FOR DISBURSEMENT OF PROPOSITION 1A RECEIVABLE OF PLACENTIA LIBRARY DISTRICT

Dated: Closing Date

Office of the Controller State of California P.O. Box 942850 Sacramento, California 94250-5872

Re: Notice of Sale of Proposition 1A Receivable by the Placentia Library

District and Wiring Instructions Information Form

Dear Sir or Madam:

Pursuant to Section 6588.6(c) of the California Government Code, Placentia Library District (the "Seller") hereby notifies you of the sale by Seller, effective as of the date of these instructions written above, of all right, title and interest of the Seller in and to the "Proposition 1A Receivable" as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

By resolution, the Seller's Board of Trustees authorized the sale of the Proposition 1A Receivable to the California Statewide Communities Development Authority (the "Purchaser") pursuant to a Purchase and Sale Agreement, dated as of November 1, 2009 (the "Purchase and Sale Agreement") and a Bill of Sale, dated the Closing Date (as defined in the Purchase and Sale Agreement). The Proposition 1A Receivable has been pledged and assigned by the Purchaser pursuant to an Indenture, dated as of November 1, 2009 (the "Indenture") between the Purchaser and Wells Fargo Bank, National Association, as Trustee (the "Trustee").

The Seller hereby irrevocably requests and directs that, commencing as of the date of these instructions written above, all payments of the Proposition 1A Receivable (and documentation related thereto) be made directly to Wells Fargo Bank, National Association, as Trustee, in accordance with the wire instructions and bank routing information set forth below.

Please note that the sale of the Proposition 1A Receivable by the Seller is irrevocable and that: (i) the Seller has no power to revoke or amend these instructions at any time; (ii) the Purchaser shall have the power to revoke or amend these instructions only if there are no notes of the Purchaser outstanding under the Indenture and the Indenture has been discharged; and (iii) so long as the Indenture has not been discharged, these instructions cannot be revoked or amended by the Purchaser without the consent of the Trustee. Should

the Purchaser, however, deliver a written notice to the Office of the Controller stating that: (a) the Seller failed to meet the requirements set forth in the Purchase and Sale Agreement; (b) the Purchaser has not waived such requirements; and (c) the Purchaser has not purchased the Proposition 1A Receivable as a result of the circumstances described in (a) and (b) above, then these instructions shall be automatically rescinded and the Seller shall again be entitled to receive all payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

Bank Name:

Wells Fargo Bank, N.A.

Bank ABA Routing #:

121000248

Bank Account #:

0001038377

Bank Account Name:

Corporate Trust Clearing

Further Credit To:

CSCDA Proposition 1A Bonds

Bank Address:

707 Wilshire Blvd., 17th Floor

MAC E2818-176

Los Angeles, CA 90017

Bank Telephone #:

(213) 614-3353

Bank Contact Person:

Robert Schneider

Please do not hesitate to call the undersigned if you have any questions regarding this transaction. Thank you for your assistance in this matter.

Very truly yours,

PLACENTIA LIBRARY DISTRICT

By:	Dy	 Authoriza	ed Office		
	By:				

EXHIBIT E ESCROW INSTRUCTION LETTER

ESCROW INSTRUCTION LETTER

	, 2009
	. 2005

California Statewide Communities Development Authority 1100 K Street Sacramento, CA 95814

Re: Proposition 1A Receivable Financing

Dear Sir or Madam:

The Placentia Library District (the "Seller") hereby notifies you of its agreement to participate in the California Statewide Communities Development Authority Proposition 1A Receivable Financing. By adoption of a resolution (the "Resolution") authorizing the sale of its Proposition 1A Receivable, the Seller's Board of Trustees has agreed to sell to the California Statewide Communities Development Authority (the "Purchaser"), for a purchase price that meets the conditions set forth in the Resolution, all of its right, title and interest in the Proposition 1A Receivable.

Enclosed herewith are the following documents which have been duly approved and executed by the Seller and which are to be held in escrow by Orrick, Herrington & Sutcliffe LLP, as transaction counsel ("Transaction Counsel"), as instructed below:

- 1. certified copy of the Resolution, together with a certificate of the Secretary, dated the Pricing Date;
- 2. the Seller Certificate, dated the Pricing Date;
- 3. the Opinion of Seller's Counsel, dated the Pricing Date;
- 4. the Opinion of Seller's Counsel (bringdown opinion), dated the Closing Date;
- 5. the Purchase and Sale Agreement, dated as of November 1, 2009;
- 6. the Bill of Sale and Bringdown Certificate, dated the Closing Date; and
- 7. the Irrevocable Instructions to Controller, dated the Closing Date.

The foregoing documents are to be held in escrow by Transaction Counsel and shall be delivered on the Closing Date (as defined in the Purchase and Sale Agreement), provided that such Closing Date occurs on or before December 31, 2009.

Should (i) the Closing Date not occur on or berfore December 31, 2009, or (ii) Transaction Counsel receive prior to the Closing Date written notification from Seller or Seller's Counsel stating, respectively and in good faith, that the representations made in the Seller's Certificate are not true and accurate, or the opinions set forth in the Opinion of Seller's Counsel are not valid, in each case as of the Closing Date and provided that the Purchaser may, in its sole discretion, choose to waive receipt of such representations or opinions, then this agreement shall terminate and Transaction Counsel shall destroy all of the enclosed documents.

Very truly yours,

PLACENTIA LIBRARY DISTRICT

By:		
-	Authorized Officer	

Enclosures

cc: Orrick, Herrington & Sutcliffe LLP



DAVID E. SUNDSTROM, CPA AUDITOR-CONTROLLER

AUDITOR-CONTROLLER COUNTY OF ORANGE

HALL OF FINANCE AND RECORDS 12 CIVIC CENTER PLAZA, ROOM 200 POST OFFICE BOX 567 SANTA ANA, CALIFORNIA 92702-0567

(714) 834-2450

FAX: (714) 834-2569

www.ac.ocgov.com

SHAUN M. SKELLY SENIOR DIRECTOR ACCOUNTING & TECHNOLOGY

JAN E. GRIMES DIRECTOR CENTRAL ACCOUNTING OPERATIONS

WILLIAM A. CASTRO DIRECTOR SATELLITE ACCOUNTING OPERATIONS

> PHILLIP T. DAIGNEAU INFORMATION TECHNOLOGY

> > Agenda Item 31 Attachment C Page 1 of 3

September 29, 2009

To:

Orange County Special Districts

Subject:

Proposition 1A Suspension/Assembly Bills X4 14 and X4 15

Proposition 1A, passed in November 2004, provides protection to local governments from the taking of local property taxes by the State. However, it also allowed suspension of that protection to allow the State to borrow from local government in fiscal emergencies with the provision that the borrowing be paid back within three years.

Recently enacted Assembly Bill (AB) X4 14, added Revenue and Taxation (R&T) Code Section 100.05 suspending the protection of Proposition 1A. ABX4 15 added R&T Code Section 100.06, requiring the county auditor to reduce the amount of property taxes that would be apportioned to taxing agencies (cities, special districts, and counties) in fiscal year 09/10 by an amount equal to 8% of the ad valorem property tax apportioned in fiscal year 08/09.

The purpose of this letter is to provide you a preliminary figure of the amount this office will reduce your district's property tax revenue this fiscal year. See the attached spreadsheet. The amount has not been finalized because statewide guidelines for consistent calculation have not yet been approved, and hardship exemptions reducing an agency's property tax reduction approved by the Department of Finance would have to be reallocated to other agencies and are not known at this time. You will be advised of the finalized amount as soon as it is determined.

Securitization of the amount the State is borrowing from your district is provided for in the above enacted legislation and could mitigate the negative effects of this property tax revenue reduction. You are advised to review the legislation.

If you have any questions, please contact Frank Davies at \$\mathcal{U}\$14) 834-3015 or frank.davies@ac.ocgov.com.

Auditor-Controller

Attachment

PROP 1A SUSPENSION - 8% PROPERTY TAX REDUCTION (PRELIMINARY) BASED ON 08/09 APPORTIONMENTS

DESCRIPTION	AMT APPORTIONED	8% REDUCTION
CITIES		
ANAHEIM	75,439,628	6,035,17
ALISO VIEJO	7,030,073	562,40
BREA	13,566,609	1,085,32
BUENA PARK	19,379,545	1,550,36
COSTA MESA	40,876,895	3,270,15
CYPRESS CITY	11,467,117	917,369
DANA POINT	10,356,098	828,488
FOUNTAIN VALLEY	14,909,618	1,192,769
FULLERTON	36,247,216	2,899,77
GARDEN GROVE	32,625,421	2,610,034
HUNTINGTON BEACH	63,320,201	5,065,610
IRVINE	58,886,177	4,710,894
LA HABRA	15,374,275	1,229,942
LA PALMA	3,469,621	277,570
LAGUNA BEACH	27,895,505	2,231,640
LAGUNA HILLS	10,008,443	800,675
LAGUNA NIGUEL	20,156,944	1,612,550
LAGUNA WOODS	2,145,524	171,642
LAKE FOREST	16,672,341	1,333,787
LOS ALAMITOS	3,540,655	283,252
MISSION VIEJO	30,445,192	2,435,615
NEWPORT BEACH	77,106,017	6,168,481
ORANGE	38,510,777	3,080,862
PLACENTIA	12,563,686	1,005,095
RANCHO SANTA MARGARITA	7,486,689	598,935
SAN CLEMENTE	27,181,500	2,174,520
SAN JUAN CAPISTRANO	10,609,348	848,748
SANTA ANA	68,911,263	5,512,901
SEAL BEACH	9,388,459	751,077
STANTON	5,184,680	414,774
rustin	20,455,061	1,636,405
/ILLA PARK	1,965,506	157,240
WESTMINSTER	14,298,434	1,143,875
YORBA LINDA	19,330,483	1,546,439
TOTAL - CITIES	826,804,998	66,144,400

SPECIAL DISTRICTS	·	
BUENA PARK LIBRARY DISTRICT	1,659,401	132,752
CAPISTRANO BAY COMMUNITY SVC DISTRICT	632,289	50,583
COSTA MESA SANITARY DISTRICT	212,702	17,016
COMMUNITY SVC AREA #13 LA MIRADA	2,697	216

COMMUNITY CVC ADEA (100 LA LIADDA		/	Vaanda Itam 21
COMMUNITY SVC AREA #20 LA HABRA	8,600		Agenda Item 31
COMMUNITY SVC AREA #22 EAST YORBA LINDA	20,533	1,643	Attachment C
CYPRESS RECREATION AND PARK DISTRICT	3,705,407	296,433	Page 3 of 3
EAST ORANGE CO WATER DISTRICT	925,979	74,078	
EL TORO WATER DISTRICT	726,299	58,104	
EMERALD BAY COMMUNITY SVC DISTRICT	1,550,475	124,038	
IRVINE RANCH WATER DISTRICT	26,183,605	2,094,688	
LAGUNA BEACH WATER DISTRICT	2,041,089	163,287	
MIDWAY CITY SANITARY DISTRICT	1,419,052	113,524	
MOULTON NIGUEL WATER DISTRICT	22,034,257	1,762,741	
N TUSTIN LDSCP & LTG ASMT DISTRICT	444,000	35,520	
ORANGE COUNTY CEMETERY DISTRICT	1,521,549	121,724	
ORANGE COUNTY SANITATION DISTRICT	63,611,992	5,088,959	
ORANGE COUNTY TRANSIT AUTHORITY	11,161,906	892,953	•
ORANGE COUNTY VECTOR CONTROL	4,425,414	354,033	
ORANGE COUNTY WATER DISTRICT	17,981,957	1,438,557	
PLACENTIA LIBRARY DISTRICT	1,894,925	151,594	
ROSSMOOR COMMUNITY SVC DISTRICT	882,849	70,628	
ROSSMOOR/LOS ALAMITOS WATER DISTRICT	346,850	27,748	
SANTA MARGARITA WATER DISTRICT	6,359,903	508,792	
SOUTH COAST WATER DISTRICT	4,269,896	341,592	
SILVERADO MODJESKA PARK & RECREATION DISRICT	34,231	2,738	
SURFSIDE COLONY COMMUNITY SVC DISTRICT	301,260	24,101	
SURFSIDE COLONY STORM WATER PROTECTION DISTR	123,630	9,890	
SUNSET BEACH SANITARY GENERAL	472,087	37,767	
THREE ARCH BAY COMM SVC DISTRICT	923,505	73,880	
TRABUCO CANYON WATER DISTRICT	1,189,034	95,123	
YORBA LINDA COUNTY WATER DISTRICT	1,274,295	101,944	
TOTAL - SPECIAL DISTRICTS	178,341,668	14,267,333	

COUNTY FUNDS			
ORANGE COUNTY GENERAL FUND	476,858,771	38,148,702	
ORANGE COUNTY PUBLIC LIBRARY	37,841,551	3,027,324	
ORANGE COUNTY FLOOD CONTROL	68,447,249	5,475,780	
O C PARKS (HB&P)	50,851,849	4,068,148	
STRUCTURAL FIRE FUND	183,101,299	14,648,104	
TOTAL - COUNTY FUNDS	817,100,718	65,368,057	
GRAND TOTAL	1,822,247,384	145,779,791	
		······································	

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: System Advisory Board (SAB) Appointments at the Southern California

Cooperative (SCLC) meetings

DATE: October 13, 2009

BACKGROUND

SAB members usually meet twice a year, during the fall and in May. The primary responsibility of SAB members is to attend these meetings as representatives of the local jurisdiction and spokesperson for the informational needs of the public. They provide a means for effective communication between each Administrative Council and the residents of its system service area, and help to ensure that library services provided by each system respond appropriately to the needs of the residents.

As stated in the California Library Services Act, the duties of the SAB members are:

- Assisting the Administrative Council in the development of the system plan of service.
- Advising the Administrative Council on the need for services and programs.
- Assisting in the evaluation of the services provided by the system.

An orientation is planned for the fall meeting which has not yet been finalized.

SAB members are appointed by the governing body of each jurisdiction that is a member of the cooperative library system. The Placentia Library District belongs to SCLC.

Camille Himes was the SAB member for the Placentia Library District and that appointment expired on June 30, 2008. The next appointment will be for one year 2009-2010. The representatives will be eligible to serve the following term 2010/11 - 2011/12.

RECOMMENDATION

Appoint a SAB member to represent the Placentia Library District at SCLC meetings.

GW-Jan Lewison
PD Jack Hanky Sb
All in favor

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO:

Library Board of Trustees

FROM:

Jeanette Contreras, Library Director

SUBJECT:

Independent Special Districts of Orange County (ISDOC) Special Election

to Approve Annual Dues Increase

DATE:

October 13, 2009

BACKGROUND

ISDOC will be conducting a special election at its quarterly meeting on October 29, 2009 to consider a membership dues increase effective January 2010. If approved by a majority of the member districts that cast ballots at the meeting, annual membership dues would increase from \$50 to \$200.

The proposed dues increase is supported by the ISDOC Executive Committee and is necessary for ISDOC to maintain its membership and voting status with the Orange County Council of Governments (OCCOG). The OCCOG annual membership dues for ISDOC will be \$5,000 effective January 2010 and all independent special districts will be represented. The proposed ISDOC membership dues increase is directly related to the cost of maintaining our membership in OCCOG. There are 26 independent special districts that comprise of ISDOC. At \$200 per district, a total of \$5,200 would be generated annually.

ISDOC's membership in OCCOG helps to ensure that special district interests and issues remain part of both the policy discussions and the decision-making process at OCCOG and the Southern California Council of Governments (SCAG).

The election will take place on October 29, 2009. The governing body of each regular member district of ISDOC shall designate in writing:

- One representative who shall exercise the right of that member district to vote
- One alternate representative who shall have the right to vote in the absence of the assigned voting representative.

The written designation will need to be submitted to the ISDOC Secretary at the quarterly meeting prior to the member district casting its ballot.

RECOMMENDATIONS

- 1) Discuss and consider an annual ISDOC membership dues increase from \$50 to \$200.
- 2) Select a representative to exercise the right of the Placentia Library District of Orange County to vote at the October 29, 2009 ISDOC meeting.
- 3) Select one alternate representative from the Placentia Library District of Orange County who shall have the right to vote in the absence of the assigned voting representative at the October 29, 2009 ISDOC meeting.
- Authorize the Library Director to submit a written designation to the ISDOC secretary prior to the October 29, 2009 ISDOC meeting.

BB-1056? benefits? why pay \$200?

PD-attended some, no connection, even though speakers are good & interesting.

JC-more out of CSDA

JC-larger entities may benefit more

JT
A3-bugget discussions/averview