

impact on their individual libraries. We have been lobbying the issue nonstop, since the release of the May Revise, focusing our efforts on key legislators, including the members of the Budget Subcommittees and Budget Chairs. In addition, your personal calls and letters to members over the last few days have been quite effective.

This afternoon, the Senate Budget Subcommittee on Education Finance reviewed the issues contained in the State Library Budget, including the reinstatement of the Transaction Based Reimbursement funding (\$12 million) and action relative to the PLF. Without any discussion, the subcommittee approved returning \$12.1 million in funding to the TBR, per the Governor's directive in his May Revise.

When the issue turned to the PLF, Chairman Jack Scott (D-Pasadena) stated, "Our recommendations are going to be slightly different from the May Revise..Here's an area where, even though we need to make general cuts, this is a program that has suffered enough. I move that we restore \$14.8 million so that they are back up to \$15.8 million and the Governor's January Budget level." We were asked to respond to a question from Senator Vasconcellos regarding the impact of the cuts upon materials purchases and staffing hours, and referred to some of your letters that you shared with us regarding the huge impact the Governor's cut would have upon your library services. Also testifying in support of restoring needed PLF funding was the lobbyist for Alameda County and Ventura County who referenced cuts specific to those jurisdictions.

In the end, Senator Scott stated, "It is often said that books, as an inanimate object, don't squeal as loudly as people. Still, they are so very important. We have called on public libraries to share the pain enough. I feel confident in restoring the \$14.8 million. I just wish we could do more." The motion to bring the baseline for the PLF back to \$15.8 million was approved on a 3-0 vote. In closing, we publicly expressed our thanks to the subcommittee members, stating, "On behalf of the entire library community, we are really, really grateful." In conclusion, Senator Scott said, "Well, all of us have a soft spot for libraries. I do, particularly as a boy, wandering through my public library in Texas."

We are now waiting on the actions of the Assembly Budget Subcommittee who

heard testimony this morning on the TBR and PLF. We continue to work very hard to encourage their approval of a similar level of funding on the Assembly side. With both houses taking similar actions, our chance for success in the Budget negotiations is improved. Assembly Budget Subcommittee Chairman, Joe Simitian has been a vocal supporter of libraries and told his subcommittee members, regarding the PLF, "This is an area that we would like to work on in trying to restore additional funds." The Assembly Subcommittee is deferring all action until later this week - likely Thursday night or Friday morning, when they will be voting on an entire slate of Budget reductions or restorations.

As a side note, the Governor's May Revision also contains language in his PLF proposal (\$14.7 million reduction, leaving \$1 million in the program), to require that the \$1 million be spent to assist the "most needy libraries." The Senate Subcommittee, as a part of their action on the PLF today, rejected the Governor's Budget language pertaining to "most needy libraries." (It was felt that with an increase in the funding level for the PLF, this language would not be necessary, and would be difficult to interpret.)

Susan Negreen
California Library Association
717 20th Street, Ste. 200
Sacramento, CA 95814
916-447-8541

-----calix-+
Views expressed on CALIX are the opinion of the sender and do not necessarily reflect the position of the California Library Association.

How to get off CALIX: Subscribers are strongly encouraged to keep abreast of CLA and California library news via this mailing list. To sign off from the list, send email to listproc@listproc.sjsu.edu with the following request: SIGNOFF CALIX or UNSUBSCRIBE CALIX in the body of the message. Make sure your subject line is blank and nothing other than the command is in the body of the message.

-----calix--

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Elizabeth D. Minter, Library Director *EDM*
SUBJECT: Two Percent Assessment Appeal Case
DATE: June 30, 2003

BACKGROUND:

No new information has been received since the last report on May 13, 2003.

Neither the Orange County Board of Supervisors nor the Independent Special Districts of Orange County have recommended any specific action to local jurisdictions.

The initial impact (one-time cost) of the property tax refund for Placentia Library District in Fiscal Year 2002-2003 would be approximately \$186,000. For each year the refund is delayed the amount would increase by approximately \$77,000, plus interest. This is a significant increase over the previous estimate.

The ongoing impact (permanent loss) on future revenue would be a loss of approximately \$77,000 per year.

RECOMMENDATION:

Receive & File

Agenda Item 28

TO: Library Board of Trustees

FROM: Jim Roberts, Public Services Manager/Literacy Coordinator *JR*

DATE: June 25, 2003

SUBJECT: Status of Placentia Library Literacy Services (PLLS) Partnerships with the Community.

Provided below is a list of active PLLS partnerships/coalitions in the community. Those with an asterisk (*) are pending and have not yet begun.

- Placentia Rotary Reading Enrichment Program (PRREP) is a coalition of the Placentia/Yorba Linda Unified School District, Placentia Rotary and the PLLS. We currently have 61 high school volunteer tutors participating in PRREP.
- Reach Out and Read is a national pediatric literacy program and a partnership with St. Jude Medical Center. At Whitten Center, two PLLS volunteers read to children of low income parents while the children are waiting to see the pediatric nurse.
- Spanish Literacy is a coalition with Placentia Human Services, Placentia Head Start, and the Library and offers Spanish literacy classes to an under-served population.
- Federal Work Study (FWS) is a partnership between Western State University College of Law and the Library where qualified FWS students work part-time at the Library, primarily tutoring children. PLLS presently has eight FWS staff.
- Cal State Fullerton and PLLS have two partnerships:
 1. The Department of Human Services Intern Program, and 2. Service Learning.
- PLLS and Fullerton College have a Service Learning partnership. Several instructors require 10-40 hours of community service and PLLS is a participating agency.
- Starbucks and PLLS formed a partnership in FY 2002-03 by writing and receiving a grant for \$10,000 to provide materials and services to children. We plan to continue that partnership in FY 2003-04.
- *Two months ago, PLLS contacted Troy Tech, a specialized program at Troy High School, to be listed as a community partner in their intern program. Juniors at Troy Tech have a 150 hour intern requirement. Although we have not had any interns from Troy Tech to date, PLLS is now listed as an eligible agency.
- *PLLS is also listed as a participating agency for interns with Valencia High School's Val Tech, but since Val Tech started this school year, there won't be any potential interns until school year 2004-05.
- *Potential *EVEN START* collaboration with Ruby Drive Elementary School during FY 2003-04.

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director *EDM*

SUBJECT: Report on the Board of Directors Meeting for the Special District Workers' Compensation Authority (SDWCA) on May 5 & 6, 2003

DATE: June 30, 2003

This report has not yet been received from Placentia Library District SDWCA representative Sandra Stark.

It will be included in the July Board packet.

To: eminter@placentialibrary.org
Subject: CSDA Education Update



Register now!

Build-A-Binder Series

Now offered in five different locations...

July 23 - Cucamonga County Water District

July 30 - Templeton Community Services District/Women's Center

August 5 - Chico Recreation & Park District

August 12 - Humboldt Bay Harbor Resource Conservation District

August 19 - Placentia Library District

This series is designed to assist Administrative Staff in establishing policies and procedures. The focus will be on human resource and risk management issues your district may face.

- A working knowledge of the variety of leave benefits available
- Composing policies for internet, email and electronic communications in your district
- How to write a legal and comprehensive job description
- Developing risk management techniques to help save your district resources

These are just a few of the many learning outcomes offered by this series. Please check out our website at csda.net for more information regarding this and many other education programs CSDA has to offer.

CSDA's Annual Conference is right around the corner! This year the conference is at the beautiful Resort at Squaw Creek in Olympic Valley, North Shore Lake Tahoe, September 16-18th. Be watching your mail for the conference brochure.

If you would like more information on any upcoming events or education courses, please feel free to contact Sarah Saslow toll-free at 877.924.CSDA or email at sarah@csda.net.

BUILD A BINDER

SERIES 2003



This series is designed to assist Administrative Staff in establishing policies and procedures. The focus will be on human resource and risk management issues your district may face.

Dates and Locations

July 23 Cucamonga County Water District
10440 Ashford Street
Rancho Cucamonga, CA 91730
909.987.2591

July 30 Templeton Community Services District/Women's Center
601 South Main Street
Templeton, CA 93465 (San Luis Obispo area)
805.434.4900

Aug 5 Chico Recreation & Park District
545 Vallombrosa Avenue
Chico, CA 98926
530.895.4711

Aug 12 Humboldt Bay Harbor Resource Conservation District
601 Startare Drive
Eureka, CA 95501
707.443.0801

Aug 19 Placentia Library District
411 E Chapman Avenue
Placentia, CA 92870-6198
714.524.3139

Maps will be included with confirmations.

Program Outline:

8:30 am	Registration
9:00 am - 12:00 pm	Human Resources
12:00 pm - 1:00 pm	Lunch is included
1:00 pm - 3:00 pm	Risk Management
3:00 pm	Adjourn

Learning Outcomes:

- A working knowledge of the variety of leave benefits available
- Developing a thorough employment application. Making sense of the legalese on employment applications. For example: ADA, EOE, and "At-Will"
- Understanding the possible repercussions of providing a "Letter of Recommendation"
- Composing policies for internet, email and electronic communications in your district
- Overview of what should be kept in a personnel file and understanding the employee's right to review the contents of their file
- Creation of a policy to regulate employee usage of tools and equipment
- The dos and don'ts involved in termination and separation issues
- Handling situations of drug and alcohol abuse
- How to write a legal and comprehensive job description
- Defining the process of filing a claim and obtaining a resolution
- A familiarity with the evolution of risk management
- Developing Risk Management techniques to help save your district resources

Registration Form - (Registration Fee Waived for SDRMA Members)

\$85 - CSDA MEMBERS \$125 - NON-CSDA MEMBERS Rancho Cucamonga July 23
 Yes, I am an SDRMA Member and would like to attend for Free! Templeton July 30
 Chico Aug 5
 Eureka Aug 12
 Placentia Aug 19


Please make copies of form for additional registrants.

Name/Title: _____
 District: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Tel: _____ Fax: _____
 Payment: Check Visa Mastercard
 Acct. Name: _____ Acct. #: _____
 Exp. Date: _____ Authorized Signature: _____

PLEASE MAIL/FAX TO: CSDA, 1215 K Street, Suite 930, Sacramento, CA 95814 (fax) 916.442.7889.
 Questions? Please contact us 916.442.7887 or toll-free at 877.924.CSDA.

Important

SDRMA Members: (Fee Waived) This workshop will earn one credit incentive point toward a reduced premium.
Cancellation Policy: Cancellations must be made in writing no later than three business days prior to the event in order to receive a full refund, less a \$25 processing fee. There will be no exceptions.



BUILD A BINDER

SERIES 2003

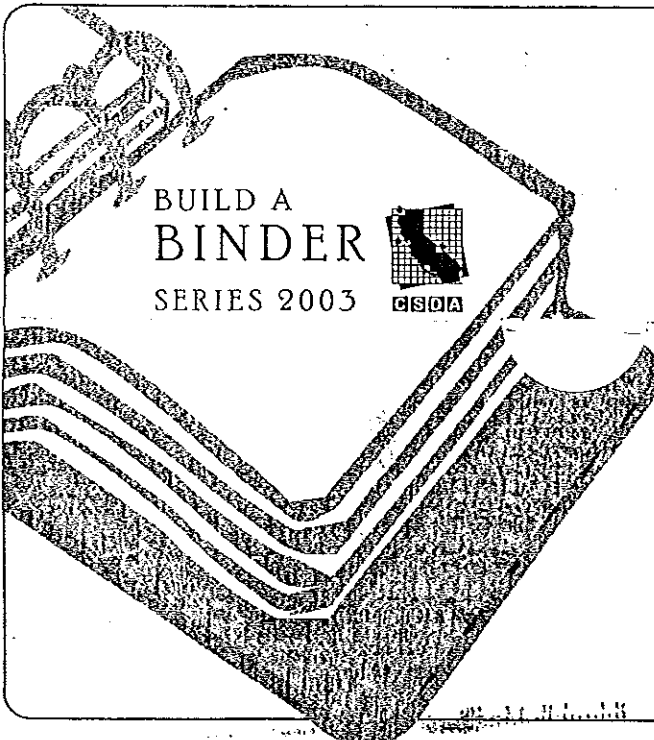
Series 2003 Series 2003 **Series 2003**

In cooperation with the Special District Risk Management Authority (SDRMA), the California Special Districts Association (CSDA) presents the second program in the Build-A-Binder Series. If you attended last year, you were given a binder that included several policies and procedures to assist in the management of your district. This year, we will continue this tradition!

This series is designed to assist Administrative Staff in establishing policies and procedures. The focus will be on human resource and risk management issues your district may face.



CSDA is committed to bringing special districts the best value in education.



Dates and Locations

July 23 Cucamonga County Water District
10440 Ashford Street
Rancho Cucamonga, CA 91730
909.987.2591

July 30 Templeton Community Services District/Women's Center
601 South Main Street
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707.443.0801

Aug 19 Placentia Library District
411 E Chapman Avenue
Placentia, CA 92870-6198
714.524.3139

Maps will be included with confirmations.

REGISTRATION MATERIALS INSIDE!

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ELIZABETH WINTER
PLACENTIA LIBRARY DISTRICT
411 E CHAPMAN AVE
PLACENTIA, CA 92870-6198

California Special Districts Association
1215 K Street, Suite 930
Sacramento, CA 95814



CSDA ALLIANCE
Serving Special Districts
California Special Districts Association
CSDA Finance Corporation
Special District Risk Management Authority
Special Districts Workers Compensation Authority

Placentia Library Foundation Date 6/17/03
411 E. Chapman Ave Eleanor Rankin Gaeten Wood
Street Address Contact Person
Placentia, CA 92870-6198 528-1925 x202
City, State, Zip Phone Number

Enclosed is the Expenditure Report for our Community Social Programs grant for the period of _____ to _____, 20__ for the _____ program.

Please reimburse us \$ 5,000 for the following expenses:

operating costs \$ 5,000
Description of expenses Amount

Description of expenses \$ _____
Amount

Description of expenses \$ _____
Amount

We further make the following statements and representations:

1. To the best of our knowledge, there have been no civil rights filed, adjudicated, or pending against our organization.
2. Community Social Programs funds have been used only for the purpose intended and in accordance with the Agreement with the County of any subsequent revisions.
3. Community Social Programs funds have been used only for ordinary and necessary maintenance and operating expenses and/or capital expenditures for the project.

Gaeten M. Wood 6/17/03 President
Signature Date Title

COMMUNITY SOCIAL PROGRAMS AGREEMENT

THIS COMMUNITY SOCIAL PROGRAMS AGREEMENT, dated for identification this _____ day of _____ is made by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Placentia Library Foundation hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS COUNTY by Minute Order dated November 05, 2002 a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is, incorporated herein and made a part hereof as if fully set forth, has appropriated, pursuant to Government Code Section 25562 and/or 26227 and/or Education Code Section 10900 et seq., a portion of its general funds in the amount of \$5,000 to engage CONTRACTOR to provide certain services;

THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

1. EFFECTIVE PERIOD – TERMINATION DATE

The effective period of the Agreement shall be the period beginning November 05, 2002 and ending April 30, 2003 subject to the provisions of Section 21 of this Agreement. CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before April 30, 2003 and that any and all funds remaining as of April 30, 2003 which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after April 30, 2003.

2. PROGRAM PROPOSAL AND SERVICES

This Agreement is based upon the proposal and concept contained within CONTRACTOR's Community Social Programs Application, dated _____ hereinafter called "the Application", a copy of which is on file with COUNTY's Community Services Agency Special Programs, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

CONTRACTOR agrees to comply with all provisions, to perform all work, and provide all services set forth in this Agreement and the Application in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application will be controlling.

CONTRACTOR further agrees that lack of compliance with the Application may, in addition to those remedies set forth in Section 21 of this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under Section 10 of this Agreement. Such reduction shall occur only as a result of action of the COUNTY Board of Supervisors. Before such reduction may be made, COUNTY shall provide CONTRACTOR with at least ten (10) days' written notice of the proposed reduction and of the time and place where the Board of Supervisors shall consider the reduction.

3. MODIFICATION OF SERVICE LEVELS

The parties hereto agree that those program activity components and activity levels detailed in the Application may be modified so long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. However, no such modification shall be made without the prior written approval of COUNTY's Community Services Agency-Special Programs Division.

4. MAXIMUM UTILIZATION AND ACCESS TO RESIDENTS

CONTRACTOR agrees that the level of operation and maintenance to be provided under this Agreement must be adequate to ensure that maximum utilization of CONTRACTOR's facilities and services by the public and that the use of CONTRACTOR's facilities and services shall be granted to all residents of the COUNTY on the same conditions that the residents of the target area use the facilities and services.

5. EVALUATION

CONTRACTOR agrees and understands that evaluation is an essential condition to this Agreement and that COUNTY will evaluate CONTRACTOR in accordance with COUNTY's Handbook of Reporting Procedures, a copy of which is on file in COUNTY's Community Services Agency-Special Programs, and which by this reference is incorporated herein and made a part hereof as if fully set forth. COUNTY reserves the right to modify the Handbook upon thirty (30) days' written notice to CONTRACTOR. The parties hereto agree that at any time, and for any purpose, COUNTY's Board of

Supervisors or Community Services Agency-Special Programs may call for a Performance Evaluation to be conducted and the results thereof shall be made available to all interested parties.

6. REQUIREMENTS OF BILLING REPORT

CONTRACTOR agrees to abide by the conditions and procedures contained within the sample billing packet, which is attached hereto as Exhibit "B" and incorporated herein by reference, and to gather all pertinent data required by COUNTY. CONTRACTOR further agrees and understands that all forms in the billing packet, including CONTRACTOR's corporate minutes approved in the prior month and the names and addresses of any new members of CONTRACTOR's Board of Directors, must be submitted each month to the COUNTY's Community Services Agency-Special Programs Division.

7. CONFIDENTIALITY OF RECORDS

Without prejudice to any other section of the Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it by its clients in accordance with the requirements of State and Federal law, including, if applicable, Chapter 5 (commencing with Section 10850 of Part 2 of Division 9 of California Welfare and Institutions Code.) CONTRACTOR shall submit to COUNTY all records requested by COUNTY for administrative purposes, including audit, examination, monitoring, and verification of reports submitted by CONTRACTOR and services rendered, except that clients' names and street addresses need not be disclosed.

8. BUDGET SCHEDULE

CONTRACTOR agrees that the expenditure of any and all funds under this Agreement must be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

9. MODIFICATION OF BUDGET SCHEDULE

Upon written approval of COUNTY's Community Services Agency-Special Programs Division, CONTRACTOR shall have the authority to transfer expenditures allocated for one element of the overall program budget to any other element of the overall program budget, or to any new element which may be added, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer will occur without the express written approval of COUNTY's Community Services Agency-Special Programs Division.

10. PAYMENTS BY COUNTY

Upon the effective date of this Agreement, COUNTY agrees to make payments to CONTRACTOR in accordance with the following payment schedule:

- (a) Awards of less than \$5,000.
- (1) Unless otherwise approved by the COUNTY's Community Services Agency-Special Programs Division, awards of less than \$5,000 will be paid in arrears when the program funded by this Agreement [hereinafter "the Program"] is completed. Total payments hereunder shall be limited to the amount of the grant award specified herein or the total cost to CONTRACTOR of the Program, whichever is less. Except for advance payments, no payment will be made until CONTRACTOR submits an invoice showing actual amounts expended by CONTRACTOR for the Program.
 - (2) No advance payments or progress payments shall be made unless CONTRACTOR first presents adequate written justification showing the need for such payment(s) to carry out the Program. Any payments made before the completion of the Program shall be deducted from the amount, if any, to be paid to CONTRACTOR upon completion of the Program. If an advance payment is made, CONTRACTOR shall timely submit documentation that the funds paid in advance were expended for the Program.
 - (3) CONTRACTOR shall submit all documentation and invoices required hereunder to COUNTY's Community Services Agency-Special Programs Division.
- (b) Awards of \$5,000 or more. Except as otherwise provided herein, payments for awards of \$5,000 or more shall be made no more frequently than monthly as follows:
- (1) Beginning November 05, 2002 upon receipt and approval by COUNTY's Community Services Agency-Special Programs Division, for CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as any single monthly reimbursement does not exceed \$5,000 unless otherwise approved by COUNTY's Community Services Agency-Special Programs Division.

- (2) At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly.
- (3) No payments to CONTRACTOR will be authorized if any preceding months' reports of invoices are outstanding.
- (4) All interest earned on COUNTY monies must be returned to the COUNTY, unless COUNTY's Community Services Agency-Special Program Division has approved in writing some other disposition of such interest.

11. PERSONAL PROPERTY/EQUIPMENT

- (a) Definitions. As used herein, "Equipment" refers to all personal property, regardless of cost acquired with funds provided under this Agreement, including machinery, vehicles, furniture, tools, and intangibles, etc. "Equipment" does not include consumable office supplies such as paper, pencils, typing ribbons, computer floppy disks, file folders, etc.
- (b) Written approval. No equipment shall be acquired with funds provided hereunder unless this Agreement expressly so provides or CONTRACTOR obtains written approval from COUNTY's Community Services Agency Special Programs Division.
- (c) Acquisition Information. CONTRACTOR shall record the following information when equipment is acquired:
 - (1) Date acquired:
 - (2) Description (include model number):
 - (3) Identification number (serial number):
 - (4) Cost or other basis of valuation:
 - (5) Fund source: and
 - (6) Rate of depreciation (or depreciation schedule) if applicable.

Within sixty (60) days of acquisition, CONTRACTOR shall submit to COUNTY's Community Services Agency-Special Services Programs Division a copy of the document recording the foregoing information.

(d) Disposition

- (1) CONTRACTOR acknowledges that equipment must be used, during its entire useful

life for a public purpose of the COUNTY, and that if equipment ceases to be used for such a purpose, the equipment or its value must be returned to COUNTY or disposed of in accordance with the direction of COUNTY.

(2) Prior to disposition of any equipment, (including sale, trade-in, discarding, or transfer to another agency), CONTRACTOR must obtain approval from COUNTY's Community Services Agency-Special Programs Division. CONTRACTOR shall follow COUNTY's directions regarding disposition of property, including, if applicable, instructions to remit to COUNTY the proceeds of the sale or other disposition of the equipment or to transfer the equipment to COUNTY or another entity.

(3) CONTRACTOR shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of equipment.

(e) Title. COUNTY reserves title to all equipment not fully consumed in the performance of this Agreement.

(f) Responsibility. CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of equipment, and shall assume responsibility for the replacement or repair of equipment during the period of this Agreement and until CONTRACTOR has complied with all written instructions from COUNTY regarding the final disposition of the equipment.

(g) Final equipment inventory. In the event of CONTRACTOR's dissolution or upon termination of this Agreement, CONTRACTOR shall provide a final equipment inventory to COUNTY within sixty (60) days. In the event equipment no longer is needed for the use for which it was intended under this Agreement, COUNTY reserves the right to require CONTRACTOR to dispose of the equipment in accordance with subparagraph "d" above or to transfer the equipment to COUNTY or to another entity.

(h) Property use. CONTRACTOR shall use equipment during the term of this Agreement and during the remaining useful life of the equipment, if any, for the purpose for which it was intended under this Agreement. When equipment no longer is needed for such use, CONTRACTOR shall notify COUNTY's Community Services Agency-Special Programs Division and shall follow COUNTY's directions regarding disposition of the equipment.

(i) Return to County. If CONTRACTOR materially breaches this Agreement, any and all equipment that has a remaining useful life shall be returned to COUNTY, unless COUNTY authorizes other disposition as provided in subparagraph "d" above.

12. CONFLICT OF INTEREST

CONTRACTOR agrees and understands that COUNTY's funds shall not be used by CONTRACTOR to pay or reimburse any staff person or consultant who is a member or officer of the Board of Directors, or other official governing body, of CONTRACTOR.

13. ACCESS AND RECORDS

- (a) Unless otherwise agreed in writing by COUNTY's Community Services Agency-Special Programs Office or Board of Supervisors, CONTRACTOR shall maintain separate accounting records for all funds received from COUNTY under this Agreement. CONTRACTOR further agrees that all of its records, including those pertaining to County funds and all other funds received by CONTRACTOR, must be maintained in accordance with COUNTY's Handbook of Reporting Procedures.
- (b) CONTRACTOR further agrees that within sixty (60) days after termination of this Agreement, CONTRACTOR shall submit, to COUNTY's Community Services Agency-Special Programs, a final financial statement detailing all expenditures made and all income received during the effective period of this Agreement. CONTRACTOR further agrees to report on the intake and expenditure of any fees and donations during the term of this Agreement.
- (c) All accounting records and evidence pertaining to all costs of CONTRACTOR shall be kept available at CONTRACTOR's office or place of business for the duration of this Agreement and thereafter for a period not less than five (5) years. Records which relate to (1) litigation or the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which COUNTY takes exception shall be retained beyond such five (5) year period, and until disposition of such appeals, litigation, claims, or exceptions.

- (d) CONTRACTOR shall make all of its records available to COUNTY upon request during regular business hours for the purpose of evaluation or auditing and shall furnish clerical-assistance for this purpose to COUNTY's Auditor as required. CONTRACTOR agrees to implement all recommendations made by COUNTY's Auditor or Community Services Agency-Special Programs Division.
- (e) In the event CONTRACTOR does not make its books and financial records available within the County of Orange, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY in conducting any audit or evaluation at the location where said records and books of account are maintained.

14. INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend COUNTY, its officers, agents and employees from and against any and all claims, demands, loss, liability, injury, death, suits or judgments arising out of or alleged to arise out of or in consequence of this Agreement. Transmittal to CONTRACTOR by COUNTY of any pleading served shall be deemed to be a request to defend.

15. INSURANCE

- (a) CONTRACTOR agrees to obtain and keep in force during the term of this Agreement the following insurance unless reduced or waived by the COUNTY's CEO/Risk Manager Division in writing:

- (1) Comprehensive General Liability Insurance of \$1,000,000 per occurrence and \$1,000,000 aggregate, evidenced by a certificate or insurance and the following endorsements:

- (aa) That the County of Orange, and its Board of Supervisors, officers, employees and agents are added as additional insureds, but only as respects the operations of Named Insured performed under contract with the County of Orange;
 - (bb) That such insurance shall not be cancelled, limited in scope or coverage, or non-renewed, until the insured has given thirty (30) days notice to the County of Orange Community Services Agency-Special Programs Division, at the address set forth in Section 24 of this agreement: and

- (cc) That any insurance which may be carried by the County of Orange or self insurance shall apply in excess of and not contribute with, said policy of Comprehensive General Liability Insurance purchased by CONTRACTOR
- (2) Auto liability insurance of \$1,000,000 (if any Agreement funds will be used for automotive uses e.g. staff driving, transportation of clients, etc.)
- (3) Workers' Compensation (if any employees are paid by CONTRACTOR)
- (4) Property Insurance (if any property or equipment is purchased under this Agreement)
- (b) Unless provided for in the BUDGET SCHEDULE, CONTRACTOR shall absorb all costs and premiums of all insurance.
- (c) Certificates and endorsements evidencing the required insurance coverage must be submitted to the COUNTY's Community Services Agency-Special Programs within sixty (60) days after this Agreement is executed.

16. CORPORATE STATUS

If CONTRACTOR is a non-profit or public benefit corporation, it must at all times be listed as being in good standing, without suspension, by the California Secretary of State, Franchise Tax Board and Internal Revenue Service. Any change in such corporate status, or any suspension, shall be reported immediately to COUNTY's Community Services Agency-Special Programs.

17. INDEPENDENT CONTRACTOR

CONTRACTOR agrees that services performed hereunder are rendered in its capacity as an independent contractor and that it is in no way an agent of COUNTY nor shall its employees be entitled to any personnel benefits of COUNTY whatsoever.

18. SUBCONTRACTS

None of the work to be performed by CONTRACTOR under this Agreement shall be subcontracted to any agency, consultant, or person without the prior written consent of COUNTY's Community Services Agency-Special Programs Division or Board of Supervisors, and CONTRACTOR must submit any and all subcontracts, agreements and leases, which relate to this Agreement, to COUNTY's Community Services Agency-Special Programs Division for review and approval.

19. NON-DISCRIMINATION

No person shall, on the grounds of race, color, ethnic group identification, national origin or sex be excluded from participation in, or be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or part with funds made available under this Agreement. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended, or other applicable Federal or State law or regulation, or with respect to any otherwise qualified disabled individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, or the Americans with Disabilities Act, or other applicable Federal or State law or regulation, also shall apply to any such program or activity. Any prohibition against discrimination on the basis of religion or any exemption from such prohibition as provided in the Civil Rights Act of 1964 or Title VIII of the Civil Rights Act of 1968, or other applicable Federal or State law or regulation, also shall apply to any such program or activity.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, sex, color, ethnic group identification, religion, ancestry, national origin, age or an otherwise qualified disabled individual. This prohibition shall pertain to employment: upgrading: demotion or transfer: recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

20. PROHIBITION AGAINST LOBBYING

CONTRACTOR will not use any part of the funds received under this Agreement for the purpose of lobbying or for other activities intended to influence any legislation or the outcome of any election.

21. BREACH-SANCTIONS

If, though any cause, CONTRACTOR fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or if CONTRACTOR violates any of the terms and conditions of this Agreement or any prior Agreement whereby COUNTY funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an Audit Report makes disallowances, CONTRACTOR shall promptly remedy its acts or omission or repay COUNTY all amounts spent in violation thereof. For any

such failures or violations, COUNTY shall have the right, at the discretion of COUNTY, to:

- (a) Discontinue program support until such time as CONTRACTOR fulfills its obligations under this Agreement or any prior Agreement or remedies all violations of this Agreement or any prior Agreement;
- (b) Collect such outstanding amounts as are determined by COUNTY's Community Services Agency-Special Programs Division to be due COUNTY from CONTRACTOR, by offsetting or debiting from current claims or invoices, if, after thirty (30) days' written notice, CONTRACTOR has failed to repay same or a repayment schedule has not been made; or
- (c) Terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date of thereof.

A discontinuance of program support for sixty (60) days or less may be taken by COUNTY's Community Services Agency-Special Programs Division or Board of Supervisors. A discontinuance of program support for more than sixty (60) days or a termination of this Agreement on behalf of COUNTY may only be taken by action of the COUNTY's Board of Supervisors. Staff from the COUNTY's Community Services Agency-Special Programs Division and/or Auditor Controller shall advise and consult with CONTRACTOR's governing board or staff regarding administrative and fiscal procedures and proposed action to be taken pursuant to this Section. CONTRACTOR shall be afforded the opportunity to present relevant information to the Community Services Agency-Special Programs Division.

22. SOLE AGREEMENT

This Agreement together with attachments hereto, expresses all the understandings of the parties concerning all matters covered. No addition to or alteration of this terms of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement formally approved by the parties hereto.

23. SPECIAL CONDITIONS

The Contracts and/or contract extensions proposed in this agenda item contain language, which permits reduction or termination of contracts with (30) days notice. This contract is filling a critical service need.

24. NOTICES

All notices prescribed by this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, and addressed to:

COUNTY: Community Services Agency
Special Programs Division
1300 South Grand Avenue, Bldg. "B"
Santa Ana, CA 92705

and

CONTRACTOR: Placentia Library Foundation

25. STATE AUDIT

Pursuant to Government Code Section 8546.7, if this Agreement provides for the expenditure or more than \$10,000 of public funds, CONTRACTOR and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by COUNTY to CONTRACTOR under this agreement.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained here in and have duly authorized and caused this Community Social Programs Agreement to be executed as of the date first above written.

COUNTY OF ORANGE, a political sub-
Division of the State of California

By _____
Chairman, Board of Supervisors

SIGN AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE CHAIR-
MAN OF THE BOARD

Contractor/Organization Name

Darlene J. Bloom
Clerk of the Board of Supervisors

Placentia Library Foundation

(1) Gaeten M. Wood
By: Gaeten M. Wood
Title: President

"CONTRACTOR"

(2) Jean A. Lasley
By: Jean A. Lasley
Title: Planned Giving

"CONTRACTOR"

APPROVED AS TO FORM:
County Counsel

By _____
Karen Prather, Deputy

Dated: _____

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By: Jean A. Lasley
Title: Planned Giving

“CONTRACTOR”

APPROVED AS TO FORM:
County Counsel

By _____
Karen Prather, Deputy

Dated: _____

COUNTY OF ORANGE COMMUNITY SOCIAL PROGRAMS INVOICE

Placentia Library Foundation Date 6/17/03

411 E. Chapman Ave Eleanor Rankin Gaeten Wood
Street Address Contact Person

Placentia, CA 92870-6198 714-528-1925 x202
City, State, Zip Phone Number

Enclosed is the Expenditure Report for our Community Social Programs grant for the period of _____ to _____, 20____ for the _____ program.

Please reimburse us \$ 5,000 for the following expenses:

<u>operating costs</u>	\$ <u>5,000</u>
Description of expenses	Amount
<u> </u>	\$ <u> </u>
Description of expenses	Amount
<u> </u>	\$ <u> </u>
Description of expenses	Amount

We further make the following statements and representations:

1. To the best of our knowledge, there have been no civil rights filed, adjudicated, or pending against our organization.
2. Community Social Programs funds have been used only for the purpose intended and in accordance with the Agreement with the County of any subsequent revisions.
3. Community Social Programs funds have been used only for ordinary and necessary maintenance and operating expenses and/or capital expenditures for the project.

Gaeten W. Wood 6/17/03 President
Signature Date Title

Mail to:

Cynthia Aguirre
CSA/Special Programs Division
1300 S. Grand Ave., Bldg B, 3rd Fl.
Santa Ana, CA 92705

FISCAL USE ONLY						
Approved _____						
FUND	AGCY	ORG	ACTV	OBJECT	SUBOBJ	AMOUNT
136	136		CSP1	3100		

May 29, 2003

Elizabeth D. Minter
Placentia Library District
411 East Chapman Avenue
Placentia, CA 92870-6198

**SPECIAL DISTRICT
RISK MANAGEMENT
AUTHORITY**
1481 River Park Dr, Ste 110
Sacramento, CA 95815
Tel: 916.641.2773
Fax: 916.641.2776

NOTICE OF PROPOSED BYLAW AMENDMENTS

Dear Elizabeth D. Minter:

In November 2002, the members of Special District Risk Management Authority (SDRMA) and Special Districts Workers Compensation Authority (SDWCA) were notified of changes to the Joint Powers Agreement (JPA) that proposed combining the property/liability and workers' compensation programs. *The Boards of Directors of SDRMA and SDWCA are very pleased to announce that the proposal to merge the two programs and make the required JPA amendments received approvals of significantly more than the required two-thirds (2/3) of the membership. The merger will become effective July 1, 2003.*

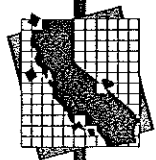
Changes to the Bylaws will also be necessary in order for the language to be consistent with the Fifth Amended JPA, and to reflect the combined new organizational structure and operation. The Board of Directors will be considering approval of the amended Bylaws on July 1, 2003.

Section IX of the Bylaws states, "The Bylaws may be amended at any time by majority vote of the Board of Directors following a 30-day written notice to all participating members." The attached proposed Bylaws are being provided for information purposes. **No action is required on your part.** However, the SDRMA Board of Directors would appreciate and will consider comments or recommendations from the members regarding the proposed Bylaw amendments. The proposed changes are generally consistent with those prior Bylaws, except in the following sections:

- Page 2, Article II, Section 1, Part (2), wherein SDRMA's Board is accepting the assets, obligations, and liabilities of SDWCA (Note that there will be NO co-mingling of assets of the two pools).
- Page 3, Article II, Sections 2 and 3, these sections have been modified to reflect that CSDA no longer "appoints" Board members and all Board members are elected from the membership. These sections were also modified to reflect the changes necessitated by combining the elected Board members of both pools, to address future elections and to provide a remedy if Board members do not attend meetings.
- Page 6, Article III, Section 2, this section was added to establish two standing committees, one for the property/liability program and one for the workers' compensation program.

Special District
Workers Compensation
Authority
1481 River Park Dr, Ste 110
Sacramento, CA 95815
Tel: 916.641.2773
Fax: 916.641.2776

Toll-Free Numbers
General: 1.877.924.CSDA
SDRMA/SDWCA Claims &
Coverages: 1.800.537.7790



- Page 9, Article VI, Section 3, although an annual budget was prepared each year, it is now required by the Bylaws.
- Page 9, Article VI, Section 4, although contributions were already modified for sound risk management, this section was added to formally recognize an existing practice.
- Page 10, Article VI, Section 8, specifically states that funds for individual programs will NOT be co-mingled, will be accounted for separately and there will be NO loans between the two programs.
- Page 10, Article VI, Sections 9 and 10. Both are new sections.
- Page 12, Article VIII, Sections 1(b) and (c) added to reflect the addition of the workers compensation program and states what would happen to the assets of the pool in the event of termination.

The proposed Bylaw amendments are scheduled to be considered for approval at the July 1, 2003 Board Meeting. The meeting will be held at:

Special District Risk Management Authority
1481 River Park Drive, Suite 110
Sacramento, California

Time: 10:00 A.M.

If you have any questions or comments, please contact our Chief Executive Officer, Jim Towns at (800) 537-7790.

Sincerely,



David Aranda, President
Board of Directors

Proposed to be effective July 1, 2003

BYLAWS
OF
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

THESE BYLAWS are for the regulation of Special District Risk Management Authority (the "Authority"). The definitions of terms used in these Bylaws shall be those definitions contained in the Fifth Amended and Restated Joint Powers Agreement relating to the Authority (the "Agreement"), supplements to such Agreement, and subsequent amendments to such Agreement, unless the context requires otherwise.

ARTICLE I
MEMBERSHIP

1. Eligibility

Any district, public agency, or public entity organized under the laws of the State of California, which is a member of the California Special Districts Association ("CSDA") is eligible for membership in the Authority upon approval by the Board of Directors of the Authority.

2. Participating Member

A "Member," as that term is used herein, is any public entity described in Section 1 above in the State of California whose participation in the Authority has been approved by the Board of Directors, and which (a) has executed the Joint Powers Agreement or successor document pursuant to which these Bylaws are adopted, and (b) which participates in a Joint Protection Program or other Program. Absent specific approval of the Board of Directors, all members shall at all times be a participant in at least one program established by the Authority.

3. Successor Member Entity

Should any Member reorganize in accordance with the statutes of the State of California, the successor in interest, or successors in interest, if a member of CSDA, may be substituted as a Member upon approval by the Board of Directors of the Authority.

4. Annual Membership Meeting

An annual meeting of the members of the Authority shall be held at a time and place to be determined by the Board of Directors. The annual meeting shall be conducted in accordance with policies established by the Board of Directors. Each and every entity that is a Member of the Authority shall be mailed, no less than thirty (30) calendar days

prior to such meeting, written notice of the time, place and tentative agenda of the meeting, in the manner provided by the Ralph M. Brown Act (California Government Code Section 54950 *et seq.*) (the "Brown Act"). The notice shall include:

- (a) Those matters which are intended to be presented for action by the Board of Directors;
- (b) The general nature of any proposal to be presented for action; and
- (c) Such other matters, if any, as may be expressly required by statute or by the Agreement.

ARTICLE II **BOARD OF DIRECTORS**

1. Powers

Under the Agreement or successor document, the Authority is empowered to carry out all of its powers and functions through a Board of Directors. The Board of Directors shall have the powers set forth as follows, or as otherwise provided in the Agreement:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;
- (2) to accept an assignment from SDWCA of all its assets, obligations and liabilities prior to the dissolution of SDWCA (including claims and contracts in existence prior to such dissolution) in order to benefit the Members or Former Members participating in the SDWCA workers compensation program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be co-mingled and shall be separately accounted for as provided for in this Agreement and the Bylaws.
- (3) to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;
- (5) to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;

- (6) to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities
- (7) to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- (8) to employ agents and employees, and/or to contract for such services;
- (9) to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;
- (10) to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- (11) to sue and be sued in its own name; and
- (12) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act.

2. **Nomination of Directors**

Members may nominate candidates to the Board of Directors in the following manner:

- (a) A Member may place into nomination its candidate for any open position on the Board of Directors in accordance with election guidelines established by the Board of Directors.
- (b) Each candidate for election as a director must be a member of the board of directors or a management employee of a Member (as determined by the Member's governing board). Only one representative from any Member may serve on the Board of Directors at the same time.
- (c) Nominating forms must be completed and received by the Authority at least fifty (50) days before the date the election will occur.
- (d) This nomination process shall be the sole method for placing candidates into nomination for the Board of Directors.

3. **Terms of Directors**

The composition of the Board shall be as set forth in the Agreement. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate odd-numbered year.

With respect to the election to be held in 2005, the terms of all nine members of the initial Board of Directors (following adoption of the Agreement) shall terminate upon the certification of the election results. In such election, the seven candidates receiving the most votes will be elected to the board, with the four (4) directors receiving the most votes elected to 4-year terms, and the remaining three (3) directors elected to a 2-year term that will terminate December 31, 2007. Prior to December 31, 2007, an election will be held to fill the positions terminating on that date, which positions shall thereafter automatically and permanently become four-year positions. In the event of a tie, the election to the Board, and/or the designation of a 4-year or 2-year position, shall be determined by a coin flip to be conducted by the Chief Executive Officer.

The failure of a director to attend three (3) consecutive regular meetings of the Board (provided such meetings shall occur in a period of not less than three (3) successive months), except when prevented by sickness, or except when absent from the State with the prior consent of the Board, as provided by Government Code, Section 1770 shall cause such director's remaining term in office to be considered vacant. A successor director shall be selected for the duration of such director's term as set forth in Section 5 hereof.

4. Election of Directors

Members may vote for directors either at the Annual Meeting or by mail-in (absentee) ballot, in accordance with the balloting process guidelines established herein or as otherwise established by policy of the Board of Directors. Each Member shall have one vote in the election per elected position.

The Board of Directors shall have the option to conduct the election of directors to serve on the Board of Directors by all-mail ballot. In the event the Board of Directors decides to conduct the election of directors to serve on the Board of Directors by all-mail ballot, written notice of the use of an all-mail ballot for election to the Board of Directors shall be sent by certified mail to each Member no later than ninety (90) days prior to the date scheduled for such election. Said notice shall (i) inform each Member of the positions to be filled on the Board of Directors at such election; and (ii) inform each Member of its right to nominate candidates for any office to be filled at the election to Article II, Section 2 of the Bylaws. A form of mail ballot containing all mailed nominations accepted for any office to be filled at the election shall be mailed by certified mail, return receipt requested, to each Member no later than forty (40) days prior to the date scheduled for such election. Said mailed ballot shall indicate that each Member may return the ballot by certified mail to the principal business address of the Authority and that only those ballots received prior to the close of business on the date designated for the election shall be considered valid and counted.

5. Vacancy

Upon the death or resignation of any member of the elected Board of Directors, or the determination such member's remaining term is vacant pursuant to Section 3 hereof, the

vacancy shall be filled for the balance of the unexpired term by appointment in accordance with policy established by the Board of Directors.

6. Meetings

The business of the Board of Directors shall be conducted and exercised only at a regular or special meeting of the Board of Directors held in accordance with law. Written notice of each meeting shall be given to each director of the Board by mail or other means of written communication, in the manner provided by the Brown Act. Such notice shall specify the place, the date, and the hour of such meeting.

Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute and the Agreement, may be called at any time by the President, or by the Vice President in the absence or disability of the President, or by a majority of the members of the Board.

Any annual regular or special Board of Directors' meeting, whether or not a quorum is present, may be adjourned from time to time, as provided by the Brown Act.

Minutes of any and all open meetings shall be available to Members upon request and distributed by mail, electronically, or available on the Authority's web site.

7. Quorum and Required Vote

A quorum of the Board of Directors shall be a majority of the total number of directors. A quorum must be present at any meeting before the business of the Board of Directors can be transacted. The vote of a majority of the Board of Directors shall be required for any act or decision of the Board of Directors, except as otherwise specifically provided by law or the Agreement. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough directors to leave less than a quorum.

8. Expenses

Board members shall be reimbursed by the Authority in accordance with policy approved by the Board of Directors for all reasonable and necessary travel expenses when required or incurred by any director in connection with attendance at a meeting of the Board of Directors or a committee thereof and for such other expenses as are approved by the Board. These expenses shall include, but shall not be limited to, all charges for meals, lodging, airfare, and the costs of travel by automobile at a rate per mile established by the Board of Directors.

ARTICLE III
OFFICERS AND EMPLOYEES

1. President, Vice President and Secretary

There shall be three officers of the Board: a president, a vice president and a secretary, who shall be members of the Board of Directors.

Election of officers shall be held at the first meeting following January 1 of each year, and each officer's term shall begin immediately thereafter, and shall end following adjournment of the first meeting following January 1 of the next year, or as soon thereafter as a successor is elected.

In the event the president, vice president or secretary so elected ceases to be a member of the Board of Directors, the resulting vacancy in the office shall be filled by election at the next regular meeting of the Board of Directors after such vacancy occurs. The president or vice president may be removed, without cause, by the Board of Directors at any regular or special meeting thereof, by a two-thirds vote of the voting members of the Board.

The president shall preside at and conduct all meetings of the Board of Directors, and shall carry out the resolutions and orders of the Board of Directors and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe. The president shall be ex-officio a member of all standing committees, if any. In the absence of the president, the vice president shall carry out the duties of the president. The secretary shall keep, or cause to be kept, minutes of all meetings, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors.

2. Board Committees

Committees of the Board may be appointed in accordance with policy established by the Board of Directors, and membership on such committees may be open to non-members of the Board of Directors. A minimum of one (1) standing committee for the Workers Compensation Program and one (1) standing committee for the Property/Liability Program shall be appointed. Committees shall include at least one (1) member of the Board of Directors, but may not include a majority of the Board of Directors.

3. Chief Executive Officer/Risk Manager

The Board shall appoint a Chief Executive Officer/Risk Manager who shall have general administrative responsibility for the activities of the Authority. The Chief Executive Officer/Risk Manager shall be paid by the Authority.

The Chief Executive Officer/Risk Manager shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office or such other place as the Executive Committee may order, a book of minutes of actions taken at all meetings of the Board of Directors, whether regular or special (and, if special, how authorized), the

notice thereof given, the names of those present at the meetings, and the proceedings thereof. The Chief Executive Officer/Risk Manager shall keep, or cause to be kept, at the principal executive office of the Authority a list of all designated representatives and alternates of each Member. The Chief Executive Officer/Risk Manager shall give, or cause to be given, notice of all the meetings of the Board of Directors required by the Bylaws or by statute to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board, the Agreement or the Bylaws.

The Chief Executive Officer/Risk Manager shall have the duty of administering the Programs of the Authority, as provided for in the Agreement, shall have direct supervisory control of and responsibility for the operation of the Authority including appointment of necessary employees thereof, subject to the approved budget and prior authorization of each position by the Board, and such other related duties as may be prescribed by the Board or elsewhere in these Bylaws or the Agreement.

4. Execution of Contracts

The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances except as otherwise provided by these Bylaws or the Agreement. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

5. Resignation

Any officer may resign at any time by giving written notice to the president or to the Chief Executive Officer of the Authority, without prejudice, however, to the rights, if any, of the Authority under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE IV
DESIGNATED ENTITY

The Lewiston Community Services District is hereby designated as the applicable entity for defining the restrictions upon the manner of exercising power as set forth in the California Government Code Section 6509, and as provided for in the Agreement of which these Bylaws are a part.

Should the Lewiston Community Services District terminate its membership or be involuntarily terminated in accordance with provisions of these Bylaws, the Board of Directors shall, by resolution, name a successor Member as the "designated entity" until such time as this Article can be amended.

ARTICLE V
JOINT PROTECTION PROGRAMS

1. Implementation of Joint Protection Programs

The Board of Directors may, at any time, offer such Programs as it may deem desirable. Such Program or Programs shall be offered on such terms and conditions as the Board of Directors may determine. Members must participate in at least one Joint Protection Program, but participation in any additional Programs or plans will be optional. Those Programs currently include: Property/Liability, Workers Compensation and various optional ancillary coverages. The Board of Directors shall establish the amount of Contributions, Estimated Contributions and Assessments, determine the amount of loss reserves, provide for the handling of claims, determine the amount of excess insurance to be purchased, and otherwise establish the policies and procedures necessary to provide a particular Program for Members. As soon as feasible after development of the details of a Program, the specific rules and regulations for the implementation of such Program shall be adopted by the Board, which shall cause them to be set forth in written form in a policy and procedures manual prepared by the Authority for the Members.

2. Method of Calculating Contributions

The Board of Directors shall establish the method of calculating contributions for Members in each Program or plan annually.

ARTICLE VI
FINANCIAL AFFAIRS

1. Accounts and Records

The Authority shall establish and maintain such bank accounts and maintain such books and records as determined by the Board of Directors and as required by good accounting practice. Books and records of the Authority shall be open to inspection at all reasonable times by authorized representatives of Members. Periodically, but not less often than annually, financial reports shall be made available to all Members.

As provided in the Agreement, the funds, reserves and accounts of each Program shall not be commingled and shall be separately accounted for; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be allocated among Programs as determined by the Board of Directors.

2. Audit

The Authority shall obtain an annual audit of its financial statements, which audit shall be made by an independent certified public accountant and shall conform to generally accepted auditing standards. A copy of said audit report shall be available, upon request, to each of the Members. Such audit report shall be obtained and filed within six months after the end of the fiscal year under examination.

3. **Annual Budget**

Prior to the beginning of each Fiscal Year (or Program Year, as appropriate) the Board shall annually approve an operating budget for the Authority, including a budget for each Joint Protection Program.

4. **Risk Sharing**

Except as otherwise determined by the Board, all Programs established and/or operated under the Agreement or these Bylaws are intended to be risk-sharing programs. Notwithstanding this intention, and upon findings by the Board of Directors of the Authority that confirm the value thereof, the Board of Directors may recognize sound risk management and loss control by the members through contribution modifications.

5. **Distribution of Retained Earnings**

Any Retained Earnings from the operation of any Program, in such amounts and under such terms and conditions as may be determined by the Board of Directors, may be distributed to the Members in such Program. Any distribution of such funds shall be made on a pro rata basis in relation to net contributions paid to that Program and shall be made only to those Members which participated in the Program during the Program Year in which the Retained Earnings were generated. Such distributions may be made to Members based on the Program Year(s) during which the Member participated, even if the Member is not a Member at the time of the distribution.

6. **Assessments**

- (a) If, in the opinion of the Board of Directors, claims against Members in any particular Program or plan for any particular Program Year are of such a magnitude as to endanger the ability of the Authority to continue to meet its obligations for that Program for that Program Year, each Member who has participated in that particular Program or plan of the Authority during the applicable Program Year shall be assessed a pro rata share of the additional amount determined necessary by the Board of Directors to restore the ability of the Authority to continue to meet its obligations for the applicable Program Year.
- (b) Each Member's pro rata share of the total Assessment shall be in the same proportion as that Member's gross contributions paid during or due for the applicable Program Year bears to the total gross Contributions paid by or due from all Members during the applicable Program Year. In calculating these amounts, the Assessment shall not be included in gross Contributions.
- (c) Failure of any Member to pay any regular Contribution or Assessment when due shall be cause for the involuntary termination of that entity's membership in the Authority. Such Assessment shall be a debt due by all Members who have participated in the applicable Program or plan during the applicable Program Year, and shall not be discharged by termination of membership.

7. **Fiscal Year**

The Authority shall operate on a fiscal year commencing on July 1 and ending on the following June 30. Such fiscal year shall also be the Program Year for any Member in any Joint Protection Program.

8. **Agency Funds; No Loans**

All funds received within a Joint Protection Program, as determined by the Board, for the purposes of the Authority shall be utilized solely for the purposes of such Joint Protection Program, and all expenditures of funds shall be made only upon signatures authorized by the Board of Directors, which shall establish the necessary procedures for doing so. Any funds not required for the immediate need of the Authority, as determined by the Board of Directors, may be invested in any manner authorized by law for the investment of funds of a special district.

Except for the allocation of administrative and overhead expenses, and for investment purposes as set forth in the Agreement, Program funds shall not be co-mingled and shall be separately accounted for.

The Board may not approve loans between Programs.

9. **Grants and Donations**

Without in any way limiting the powers otherwise provided for in the Agreement, these Bylaws, or by statute, the Authority shall have the power and authority to receive, accept, and utilize the services of personnel offered by any Member, or their representatives or agents; to receive, accept, and utilize property, real or personal, from any Member or its agents or representatives; and to receive, accept, expend, and disburse funds by contract or otherwise, for purposes consistent with the provisions of the Agreement, which funds may be provided by any Member, their agents, or representatives.

10. **Subrogation**

In the event of any payment by the Authority, the Authority shall be subrogated to all rights of recovery therefor of the participating Member against any person or organization, and the participating Member shall execute and deliver such instruments and papers, shall do whatever else is necessary, to secure such subrogation rights in the Authority, and shall do nothing to impair such rights.

ARTICLE VII
WITHDRAWALS; TERMINATION OF MEMBERSHIP

1. **Withdrawal from Programs**

A Member may voluntarily withdraw from any particular Program only in accordance with the applicable provision of the Agreement or any successor document thereto. A

Member may withdraw from a Program without withdrawing from the Agreement if it is a participant in another Joint Protection Program of the Authority. Notice of intention to withdraw from a Program must be given to the Authority at least ninety (90) days prior to the end of the Program Year. No withdrawal shall become effective until the end of the applicable Program Year.

2. Involuntary Termination

A Member may be involuntarily terminated from a Program or the Agreement for any one of the following reasons:

- (a) Failure to pay any contribution, deposit, contribution to loss reserve, or assessment when due.
- (b) Failure to comply with the Bylaws or with the policies and procedures established by the Authority.
- (c) Failure to maintain membership in CSDA.
- (d) Based on a Member's loss experience where the Authority Board of Directors has determined it to be detrimental to the stability of the pool, and as set forth in the policies and procedures.
- (e) Dissolution of a Member.

3. Voluntary Withdrawal from Agreement

A Member may withdraw voluntarily only as provided in the Agreement. Notice of intention to withdraw from the Agreement must be given to the Authority at least 90 days prior to the end of the Program Year of any Program in which the Member participates at the time of the notice.

4. Payment Upon Termination of Membership

In the event of a termination of the membership of any Member by involuntary or voluntary termination, said Member shall thereafter be entitled to receive its pro rata share of any distribution of Retained Earnings declared by the Board of Directors that pertains to a coverage year during which the terminated Member participated in any particular Program for which such distribution is made. Such payment shall be in full settlement and satisfaction of any and all claims that said terminated Member may have against the Authority.

5. Continued Liability

Upon withdrawal or involuntary termination of a Member, that Member shall continue to be responsible for any unpaid Contributions and for any Assessment(s) levied in accordance with the provisions of the Agreement or these Bylaws.

ARTICLE VIII
TERMINATION OF THE AUTHORITY; TERMINATION OF PROGRAMS

1. After having made proper provision for the winding up of the affairs of the Authority and each of the Programs operated by the Authority, the Authority shall distribute the net assets of the Authority as follows:

(a) The net assets of the General Liability and Property Damage Joint Protection Program shall be paid on a pro rata share basis to each Member who is a member of said Joint Protection Program at the time of termination of the Authority. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program or its predecessor in interest from its inception of 1986 and continuing throughout said Members period of participation bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessor in interest during its period of operation by all members of said Joint Protection Program at the time of termination.

(b) The Authority shall pay to each Member who is a member of the Workers' Compensation Coverage Joint Protection Program at the time of termination its pro rata share of the net remaining assets of said Joint Protection Program. A member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program and its predecessor in interest offered by SDWCA, from its inception to 1982 and continuing throughout that Members participation, bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessor in interest offered by SDWCA, during its period of operation by all members of said Joint Protection Program at the time of termination.

(c) The Authority shall pay to each Member who is a member of any additional Program operated by the Authority at the time of termination its pro rata share of the remaining assets of said Program. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to such Program during its period of participation bears to the total Contributions and Assessments paid to that Program during its entire period of operation by all Members of that Program at the time of termination.

2. The Board of Directors is also vested with the power to terminate individual Programs operated by the Authority without terminating the Agreement or terminating the Authority. In the event of termination of a Program operated by the Authority, said Program shall continue to exist for the purpose of paying or making provision for the payment of all known claims arising within said Program; for insuring, reinsuring or making other provision for the payment of any and all unknown claims covered by such Program; for the payment of all debts, liabilities, administrative expenses, and obligations of that Program out of the assets of that Program; and to perform all other functions necessary to wind up the business affairs of that Program. After having made proper provisions for the winding up the business affairs of a terminated Program, the Authority shall pay to each Member who is a member of that Program at the time of termination its

pro rata share of remaining assets of that Program. A Member's pro rata share of the assets of each such terminated Program shall be computed as set forth in paragraph (1) above.

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

ARTICLE IX **PROVISIONS RELATING TO CSDA**

1. Board of Directors; Officers

In the event the MOU has been terminated or the Authority has withdrawn from the MOU, two (2) additional directors to be appointed by CSDA shall increase the composition of the Board of Directors. So long as the Authority is a participant in the MOU, the Board shall appoint four members of the Board to serve as members of the Alliance Executive Council.

CSDA is authorized to appoint two directors as provided in the Agreement, the terms of such appointed directors will end on December 31 of the alternate odd-numbered year to coincide with SDRMA's election of the minority number of directors.

Upon the death or resignation of a member of the Board of Directors appointed by CSDA, the vacancy shall be filled for the balance of the unexpired term by appointment by CSDA.

ARTICLE X **AMENDMENTS; EFFECTIVE DATE**

These Bylaws may be amended at any time by majority vote of the Board of Directors following a 30-day written notice to all Members as to the amendment(s) proposed to be adopted, except that these Bylaws cannot be amended in any way that would conflict with the terms and provisions of the Agreement or successor document and any amendment thereof. Said written notice provided to members shall include notification of the Board meeting date, time and location that action will be taken by the Board on the proposed amendments. The Bylaws dated as of July 1, 2003 shall not be effective until the Board of Directors of SDWCA have voted to dissolve SDWCA.

ARTICLE XI **PRIOR BYLAWS REVOKED**

When approved by the Board of Directors these Bylaws, upon coming effective pursuant to Article X will supersede and replace all prior bylaws.

* * * * *

Approved:

_____, President - Board of Directors
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Date

Attested:

AYES:

NOES:

ABSTAINED:

ABSENT:

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

Mayor
SCOTT P. BRADY

City Administrator
ROBERT D'AMATO



Councilmembers:
JUDY A. DICKINSON
NORMAN Z. ECKENRODE
CHRIS LOWE
CONSTANCE UNDERHILL

401 East Chapman Avenue - Placentia, California 92870

May 27, 2003

Placentia District Library Board
Al Shkoler, President
411 E. Chapman Ave.
Placentia, Ca. 92870

Dear Mr. Al Shkoler:

We are writing to the Library Board to provide an update on the progress of our Spanish Literacy Collaborative and to thank you for your support. On Tuesday, April 22, 2003, the Spanish Literacy class held its graduation, where 25 students were recognized for their efforts and commitment to the class. At the graduation, the offices of Senator Bob Margette and Assemblywoman, Lynn Daucher provided certificates of accomplishment to each student. It was certainly a proud moment for the students, as well as staff, and served as another significant milestone for our humble program.

In 1998, Human Services found that there were very few Spanish literacy classes available to the large, local population of Hispanics who are illiterate in their native language. So, in 1999, Human Services established a course curriculum and offered its first class using a \$500 grant awarded by Altrussa International. The goal of the Spanish Literacy class is to teach the students basic skills in reading and writing in their native language and help ease the transition to ESL classes. In addition, these classes help to reduce illiteracy in our community and help promote financial self-sufficiency and cultural identity for this population. This pilot effort was a great success and led to the formation of a collaborative between Human Services, Placentia Head Start, and the Placentia Public Library.

The collaboration between our three agencies has been very beneficial thus far and has continued to allow us to provide these valuable classes to our community. Jim Roberts from the Placentia Library and Paul Salazar, Head Start Director have helped to facilitate the coordination of the program and have been instrumental to the continued growth of this effort. The Collaborative is now scheduling the start of new class sessions in September 2003 with the locations to be determined at a later time. We look forward to the continued success of these classes and thank you again for the help and support that you so graciously provide to this valuable effort. Should you have any questions about this program or the other services we provide, please feel free to contact me at 986-2338.

Sincerely,



Marisa Cordova, Manager
Placentia Human Services

cc: Steve Pischel, Community Services Director
Elizabeth Minter, Placentia Library Executive Director
Vera Martinez, O. C. Head Start, Inc. Executive Director

**LOCAL AGENCY FORMATION COMMISSION
ORANGE COUNTY**

12 Civic Center Plaza, Room 235
Santa Ana, California 92701
(714) 834-2556, FAX (714) 834-2643

REGULAR MEETING AGENDA

Wednesday, May 14, 2003, 9 a.m.
Planning Commission Hearing Room, Hall of Administration
10 Civic Center Plaza, Santa Ana

(Any member of the public may request to speak on any agenda item at the time that item is being considered by the Commission.)

1. **CALL THE MEETING TO ORDER**
2. **PLEDGE OF ALLEGIANCE – BY CHAIR ARLENE SCHAFER**
3. **ROLL CALL**
4. **APPROVAL OF MINUTES:**
 - a.) April 9, 2003 – Regular Commission Meeting
5. **PUBLIC COMMENT**

This is an opportunity for members of the public to address the Commission on items not on the agenda, provided that the subject matter is within the jurisdiction of the Commission and that no action may be taken on off-agenda items unless authorized by law.
6. **CONSENT CALENDAR**
 - a.) **Legislative Report**

The Commission will receive a report on legislation of interest to LAFCO.
7. **PUBLIC HEARING**
 - a.) **Adoption of Final LAFCO Budget for FY 2003-2004**

The Commission will consider adoption of the Final LAFCO Budget for FY 2003-2004.
 - b.) **TRA Annexation to the Orange County Vector Control District (DA 03-02)**

The Commission will consider a continuation of the proposed annexation of approximately 113 acres, consisting of two tax rate areas (03-002 and 03-079), to the Orange County Vector Control District until July 9, 2003.

8. COMMISSION DISCUSSION

a.) Selection of LAFCO Fiscal Consultant

The Commission will consider the Executive Officer's recommendation to contract with Economic & Planning Systems, Inc. (EPS) for fiscal analysis of the City of Irvine's annexation of MCAS El Toro.

b.) Update on Sphere of Influence Amendment and Annexation Applications for West Santa Ana Heights

The Commission will receive an update regarding the SOI amendment and annexation applications for West Santa Ana Heights.

c.) Adoption of Updated CEQA Guidelines

The Commission will consider the adoption of updated local CEQA Guidelines prepared by Best Best & Krieger.

9. COMMISSIONER COMMENTS

This is an opportunity for commissioners to comment on issues not listed on the agenda, provided that the subject matter is within the jurisdiction of the Commission and that no action may be taken on off-agenda items unless authorized by law.

10. INFORMATIONAL ITEMS

None

11. CLOSED SESSION

None

12. ADJOURNMENT

NOTICE: *State law requires that a participant in a LAFCO proceeding who has a financial interest in a decision and who has made a campaign contribution of more than \$250 to any commissioner in the past year must disclose the contribution. If you are affected, please notify the Commission's staff before the hearing.*



LAFCO agendas are available on the Internet at <http://orange.lafco.ca.gov/agenda/index.htm>

2003 LAFCO CALENDAR

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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APRIL							MAY							JUNE						
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JULY							AUGUST							SEPTEMBER						
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OCTOBER							NOVEMBER							DECEMBER						
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26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
							30													

Boxed dates are regular LAFCO meeting dates

Regular LAFCO meetings are held in the Planning Commission Hearing Room at 10 Civic Center Plaza at 9 a.m.

-  2003 Orange County Leadership Symposium is January 23rd through January 26th.
-  2003 LAFCO Strategic Planning Session is January 31st.

LAFCO

Orange County

Local Agency Formation Commission

May 14, 2003

CHAIR
ARLENE SCHAFFER
DIRECTOR
COSTA MESA
SANITARY DISTRICT

TO: Local Agency Formation Commission

VICE CHAIR
CHARLES V. SMITH
SUPERVISOR
FIRST DISTRICT

FROM: Executive Officer
Assistant Executive Officer

RANDAL J. BRESSETTE
COUNCILMAN
CITY OF LAGUNA HILLS

SUBJECT: LAFCO Budget for Fiscal Year 2003-2004

PETER HERZOG
COUNCILMAN
CITY OF LAKE FOREST

Background

On April 9, 2003, your Commission adopted a proposed budget for all LAFCO operations for FY 2003-2004. A copy of the April 9, 2003 staff report is attached for your review (Attachment 1). It includes a copy of the proposed operating and Unincorporated Islands Program budgets, a summary of LAFCO budget expenditure categories, and a detailed list of individual city and special district cost allocations. A final budget is required to be adopted by your Commission no later than June 15, 2003.

SUSAN WILSON
REPRESENTATIVE OF
GENERAL PUBLIC

THOMAS W. WILSON
SUPERVISOR
FIFTH DISTRICT

The proposed budget for FY 2003-2004 is static for our funding agencies, with expenditures (less revenues) totaling \$930,920. Per Government Code Section 56381, the County, cities and special districts are required to equally divide this cost, each paying \$310,306. This amount is equivalent to the funding agencies' contributions for both FY 2001-2002 and FY 2002-2003.

JOHN B. WITHERS
DIRECTOR
IRVINE RANCH WATER
DISTRICT

Formulas for allocating costs to individual cities and special districts were adopted in 2001 by the Orange County Division League of Cities and the Independent Special Districts of Orange County, respectively. Individual city cost allocations are based on a formula using a city's population and geographic size. The special districts adopted a method which apportions costs to individual districts based on: (a) whether the district is an enterprise or non-enterprise district; and (b) which budget "tier" the district falls into based on its total operating budget.

ALTERNATE
ROBERT BOUER
MAYOR
CITY OF LAGUNA WOODS

ALTERNATE
RHONDA McCUNE
REPRESENTATIVE OF
GENERAL PUBLIC

ALTERNATE
JAMES W. SILVA
SUPERVISOR
SECOND DISTRICT

ALTERNATE
CHARLEY WILSON
DIRECTOR
SANTA MARGARITA
WATER DISTRICT

DANA M. SMITH
EXECUTIVE OFFICER

Comments

On April 14, 2003, the proposed LAFCO budget for FY 2003-2004 was distributed to the Board of Supervisors, each city and each independent special district. Only two comment letters, discussed below, were received by staff. They are included as Attachments 2 and 3 to this staff report for your review.

May 14, 2003
LAFCO Budget for FY 2003-2004
Page 2

County of Orange

The April 29, 2003 memo clarifies several points in the April 14, 2003 budget staff report. Most importantly, it should be noted that the projected Unincorporated Islands Program Budget fund balance for FY 2002-2003 of \$139,915 will be used to supplement the Islands budget is *both* FY 2003-2004 (\$81,285) and FY 2004-2005 (\$58,630). While the budget spreadsheet in the April 14, 2003 staff report accurately reflected the proposed use of the fund balance, the accompanying staff report incorrectly indicated that the fund balance would only be used to supplement FY 2003-2004.

Midway City Sanitary District

Although this April 25, 2003 letter was not mailed directly to LAFCO staff, a copy has been attached for your review.

Conclusion

The proposed LAFCO budget for FY 2003-2004 has undergone extensive review by the County, cities and special districts. The proposed budget is consistent with the guiding principles outlined by the Executive Committee by maintaining level funding contributions for our funding agencies.

Recommendation

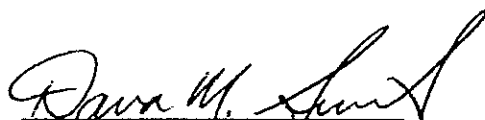
The Executive Officer recommends that the Commission:

1. Adopt the Final Fiscal Year 2003-2004 Local Agency Formation Commission Budget.
2. Direct the Executive Officer to distribute the final budget to the Board of Supervisors, each city, each independent special district and the County Auditor.

Attachments:

- (1) April 9, 2003 LAFCO Budget Staff Report
- (2) April 29, 2003 Comment Letter – County of Orange
- (3) April 25, 2003 Comment Letter – Midway City Sanitary District

Respectfully submitted,


DANA M. SMITH


BOB ALDRICH

ATTACHMENT 1

(April 9, 2003 LAFCO Staff Report -
Proposed LAFCO Budget for FY 03-04)

LAFCO

Orange County

Local Agency Formation Commission

April 9, 2003

CHAIR
ARLENE SCHAFFER
DIRECTOR
COSTA MESA
SANITARY DISTRICT

TO: Local Agency Formation Commission

VICE CHAIR
CHARLES V. SMITH
SUPERVISOR
FIRST DISTRICT

FROM: Executive Officer
Assistant Executive Officer

RANDAL J. BRESSETTE
COUNCILMAN
CITY OF LAGUNA HILLS

SUBJECT: Proposed Budget for Fiscal Year 2003-2004

PETER HERZOG
COUNCILMAN
CITY OF LAKE FOREST

Background

Government Code Section 56381(a) requires the Commission to adopt a proposed budget for all LAFCO operations by May 1st of each year. Following adoption, the proposed budget is distributed for review and comment to the Board of Supervisors, each city, the city selection committee, each independent special district and the independent special district selection committee. The final budget is required to be adopted by the Commission no later than June 15, 2003.

SUSAN WILSON
REPRESENTATIVE OF
GENERAL PUBLIC

THOMAS W. WILSON
SUPERVISOR
FIFTH DISTRICT

For your Commission's consideration, the proposed LAFCO budget for FY 2003-2004 is included as Exhibit A. A separate proposed Unincorporated Islands Program budget is included as Exhibit B. LAFCO's Executive Committee (Chair Schafer, Vice Chair Smith and Past Chair Herzog) has reviewed the budget and provided suggestions which were incorporated into the proposed FY 2003-2004 budget.

JOHN B. WITHERS
DIRECTOR
IRVINE RANCH WATER
DISTRICT

ALTERNATE
ROBERT BOUER
MAYOR
CITY OF LAGUNA WOODS

Increasing LAFCO Costs/Challenges for FY 2003-2004

FY 2003-2004 will be the third year that LAFCO has operated as a completely independent agency. Since July 2001, the Commission has been solely responsible for approving a budget for all LAFCO operations. Funding for LAFCO is provided in equal proportion by cities, special districts and the County. Prior to July 2001, the County provided all funding for LAFCO operations.

ALTERNATE
RHONDA McCUNE
REPRESENTATIVE OF
GENERAL PUBLIC

ALTERNATE
JAMES W. SILVA
SUPERVISOR
SECOND DISTRICT

FY 2003-2004 brings a number of significant challenges to LAFCO. The Commission faces increasing health care and retirement costs for staff, higher liability insurance costs for Commissioners and an increased project work load due to additional programs mandated by the State. These challenges come at a time when LAFCO is scheduled to lose two Policy Analysts, both of which are two-year, limited-term positions funded by the County to assist LAFCO staff with the Unincorporated Islands Program.

ALTERNATE
CHARLEY WILSON
DIRECTOR
SANTA MARGARITA
WATER DISTRICT

DANA M. SMITH
EXECUTIVE OFFICER

April 9, 2003
Proposed FY 2003-2004 LAFCO Budget
Page 2

Rising Costs for Health Care, Retirement and Insurance

The chart, below, provides your Commission with a comparison of rising health care, retirement and liability insurance costs for Fiscal Years 2001-2002, 2002-2003 and 2003-2004. The increase in retirement costs is largely due to a change in County policy last year in which a significant portion of administrative management employees' retirement contributions was shifted from the employee to the employer. Increasing costs for employee health care and liability/crime insurance coverage for staff and Commissioners are largely due to overall cost increases within the health care and insurance industries.

	<i>FY 01-02</i>	<i>FY 02-03</i>	<i>FY 03-04</i>
Retirement	\$12,739	\$54,636	\$60,682
Benefits/Insurance	\$48,711	\$50,350	\$65,449
Liability/Crime	\$16,266	\$26,518	\$41,190

Additional State-Mandated Programs for LAFCO

As your Commission is aware, on January 1, 2001, the laws governing LAFCOs were comprehensively rewritten as the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.). One of the most significant changes to LAFCO's enabling act is a new statutory mandate that LAFCO:

- Update spheres of influence for all agencies every five years; and
- Conduct a "service review" of the municipal services provided in the county for purposes of conducting sphere updates.

At your Commission's March 12, 2003 regular meeting, contracts with two professional consulting firms, Moore Iacofano Goltsman, Inc. and The Keith Companies, were approved for Phase One of the Municipal Service Review ("MSR") program. Phase One of the MSR program will consist of a series of interviews with public and private stakeholders in Orange County to gather information on municipal service and infrastructure issues related to growth and development. Findings and analysis from the stakeholder interviews will serve as the basis for implementation of two initial MSR "prototypes" in Phase Two of the MSR Program. The proposed FY 03-04 budget includes \$100,000 for completion of the first two municipal service reviews.

Unincorporated Islands Program – LAFCO to Fund Third Year of Program

On June 14, 2000, LAFCO approved a three-year work program and resource plan for the annexation of 50 small islands. The Unincorporated Islands Program has consistently been identified by your Commission as one its highest priority projects. Now in its third year, the Unincorporated Islands Program has resulted in the successful annexation of nine small islands

April 9, 2003
Proposed FY 2003-2004 LAFCO Budget
Page 3

with an additional 15 island annexations scheduled for completion by the summer of 2003. The original Islands work program and resource plan, developed in concert with the County, requires that the initial two years of the Islands Program be funded by the County. The Commission is obligated to fund the third year of the Program.

Fiscal Year 2003-2004 Proposed Budget Overview

Agency Contributions Stable for FY 2003-2004

Despite the increased costs and responsibilities outlined above, the proposed FY 2003-2004 LAFCO budget is static for our funding agencies, with expenditures (less revenues) totaling \$930,920. The County, cities and special districts will equally divide this cost, each paying \$310,306. This is equivalent to the funding agencies' contributions to LAFCO for both FY 2001-2002 and FY 2002-2003. It is also consistent with the Executive Committee's direction to staff to not increase funding agency contributions for FY 2003-2004 above current year levels.

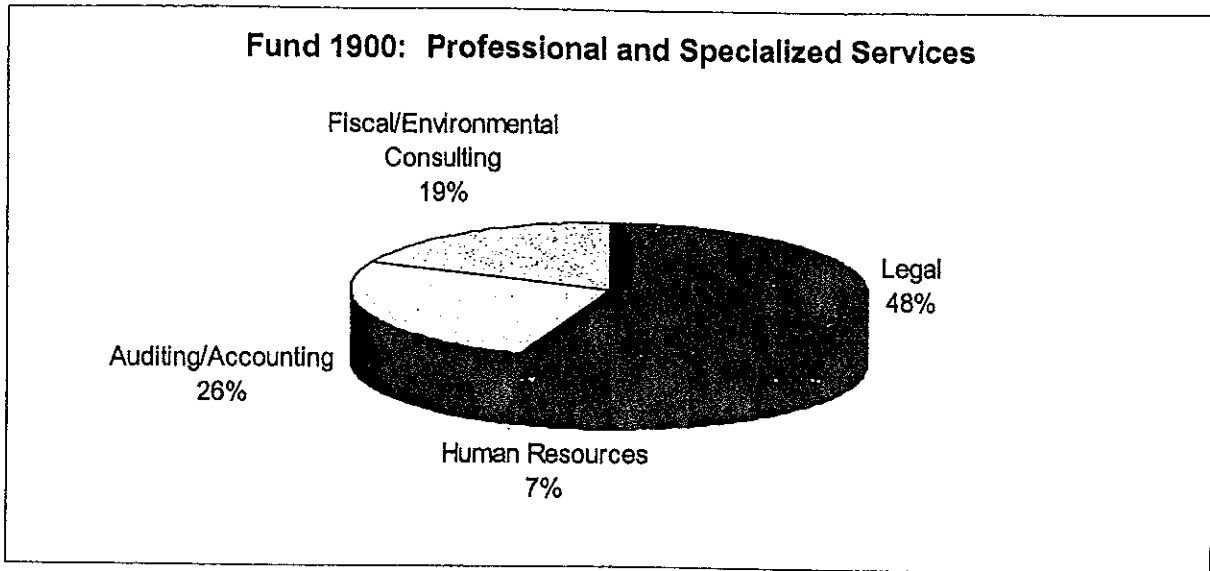
Individual city and special district contributions for the proposed FY 2003-2004 have been calculated by staff using the distribution formulas previously adopted by the Independent Special Districts of Orange County and the City Selection Committee. City and special district contribution summaries are included as Exhibits D and E, respectively.

Staff developed a budget which is static for our funding agencies for the third consecutive fiscal year despite higher costs and additional State mandated programs required for FY 2003-2004. This is possible due to revenues from FY 02-03, specifically moneys from the Talega annexation trust account. The Talega trust account was set up by the project proponent to reimburse LAFCO staff for extraordinary staff time and costs in processing a series of annexations to the City of San Clemente over the last three years. That project will close out by the end of the fiscal year.

Professional and Specialized Services Costs

The "Professional and Specialized Services" category is the largest fund in the services and supply account totaling \$136,200. It includes bookkeeping and accounting/auditing services, and contracted services for legal counsel, human resources, facilitation and fiscal/environmental analysis. The percentage and distribution of these costs are depicted on the chart below:

April 9, 2003
Proposed FY 2003-2004 LAFCO Budget
Page 4



Additional Policy Analyst Position Funded

Sufficient funds have been included in the proposed FY 2003-2004 budget to continue to fund one additional policy analyst position. One-half of this position is proposed to be funded out of the regular LAFCO operating budget, with the remaining portion proposed to be funded out of the Islands Program budget. This position will partially offset the scheduled lost of two LAFCO policy analyst positions.

Unincorporated Islands Program Proposed Budget

The proposed Unincorporated Islands Program budget is included as Exhibit B. As discussed previously, staff anticipates completing annexation proceedings for 24 small islands by the end of summer 2003. The remaining 26 small islands, however, present some of the most challenging issues for LAFCO, County and city staffs. In many cases, these islands have significant infrastructure deficiencies and/or unique land use considerations which will require increased staff time and additional legal and fiscal analysis.

Realistically, the Islands Program will likely need to be extended beyond FY 2003-2004. Fortunately, through conservative spending by LAFCO staff and the prudent use of consultant services, staff was able to maintain a projected Islands fund balance for FY 2002-2003 of \$149,915. The proposed FY 03-04 Islands Budget utilizes \$122,579 from the FY 2002-2003 Islands fund balance to supplement third year funding for the Islands Program. The remaining portion of the FY 02-03 Islands fund balance has been reserved for future FY 2004-2005 Islands costs if needed.

April 9, 2003
Proposed FY 2003-2004 LAFCO Budget
Page 5

Conclusion

The proposed LAFCO budget for FY 2003-2004 is consistent with the guiding principles outlined by the Executive Committee. The proposed budget is static in its funding demands by maintaining level funding contributions for our funding agencies and addresses new State-mandated work programs.

Recommendation

The Executive Officer recommends that the Commission:

1. Adopt the Proposed FY 2003-2004 Local Agency Formation Commission budget, and direct the Executive Officer to distribute the proposed budget for review and comment to the Board of Supervisors, each city, the city selection committee, each independent special district and the independent special district selection committee.

Respectfully submitted,



DANA M. SMITH



BOB ALDRICH

Exhibits:

- A - Proposed FY 2003/04 LAFCO Budget
- B - Proposed Unincorporated Islands Budget
- C - LAFCO Expenditure Categories
- D - Projected City Contributions
- E - Projected Special District Contributions

Local Agency Formation Commission
Proposed Budget
Fiscal Year 2003/2004

EXHIBIT A

FY 01/02 \$52,000
FY 02/03 \$68,000
Trust Acct \$26,000
Total = \$136,000

	FY 02/03 Approved Budget	FY 02/03 Projected Actual	FY 03/04 Proposed Budget	
Revenues:				
Prior year's unspent budget	\$ -	-	35,395	Did not start Orange, Irvine, and Seal Beach service reviews
7590 LAFCO Apportionment	930,920	930,920	930,920	
7580 Application Fees	38,000	14,689	20,000	Revenues from Telega
7670 Miscellaneous Revenues	6,500	7,053	87,000	
6610 Interest	15,000	20,247	20,000	
Total Revenues	990,420	972,909	1,093,315	Assumes 7% for budgeting purposes + 1/2 new employee
Expenditures:				
Salaries	479,650	463,266	524,031	34% total increase (largest increase in health insurance)
Retirement Benefits	47,033	54,636	60,682	
Benefits and Insurance	48,711	50,350	65,449	
0700 Communications	22,000	18,558	18,400	
1000 Household Expense	-	7,212	8,000	Cost projected by Risk Management
1100 Insurance	16,266	26,518	41,143	
1300 Maint-Equipment	3,860	-	-	
1400 Maint-Building	2,500	3,308	1,800	
1402 Minor Alterations	5,000	-	-	
1600 Membership	2,000	2,070	2,070	
1701 Service Reviews	40,000	36,000	100,000	Attorney \$65,000 HR Consultants \$5,000 Accounting \$35,000 Audit \$6,200 Pub Finance \$25,000
1800 Office Expense	75,000	23,114	25,000	
1900 Professional Svcs	159,000	138,716	136,200	
1912 Investment Admin Fees	-	1,238	1,240	Commissioner Stipends \$20,000 Mapping \$10,000 Training \$5,000
2000 Public Noticing	4,000	3,222	18,000	
2100 Rents & Leases	4,500	2,701	6,800	
2400 Special Dept Exp	50,000	48,568	35,000	
2405 Optional Benefit Plan	-	-	13,500	Benefit plan costs tied to County administrative management positions
2600 Transportation	17,900	10,259	11,000	
2700 Travel - Meetings	13,000	6,250	15,000	
2800 Utilities	-	8,483	10,000	
Subtotal Services & Supplies	415,026	336,217	443,153	
Total Expenditures	990,420	904,469	1,093,315	
Revenues over expenditures	\$ -	68,440	-	

**Local Agency Formation Commission
Proposed Islands Budget
Fiscal Year 2003/2004**

EXHIBIT B

	FY 02/03 Approved Budget	FY 02/03 Projected Actual	FY 03/04 Proposed Budget	FY 04/05 Estimated Budget
Expenditures:				
Salaries	99,240	63,537	35,605	38,097
Retirement Benefits	-	6,252	3,645	4,374
Benefits and Insurance	3,462	9,236	5,035	6,042
0700 Communications	5,000	5,000	2,000	-
1800 Office Expense	3,500	-	-	-
1900 Professional Svcs	12,000	554	20,000	5,000
2000 Publications	3,000	5,000	5,000	3,000
2400 Special Dept Exp	23,000	43,000	10,000	2,117
2600 Transportation	100	-	-	-
Subtotal Services & Supplies	46,600	53,554	37,000	10,117
Total Expenditures	149,302	132,579	81,285	58,630
Revenues over expenditures	(149,302)	(132,579)	(81,285)	(58,630)
Beginning Fund Balance	191,074	197,959	139,915	58,630
LAFCO Transfer	74,535	74,535	-	-
Ending Fund Balance	116,307	139,915	58,630	0

Islands Newsletter

Fiscal Analysis
Update \$12,000
BBK \$8,000

EXHIBIT C

LAFCO Budget Expenditure Categories

The following summarizes the expenditure categories used in the proposed FY 2003-2004 LAFCO Budget:

Salaries, Retirement and Employee Benefits

These accounts are used to pay for LAFCO employee salaries and benefits, including retirement, unemployment insurance, health and dental insurance, workers compensation and Medicare. This category includes regular and extra help employees.

Communications (0700)

This account is used to pay for the costs associated with the telephone, fax, modem lines and Internet access.

Insurance (1100)

This account is used to pay for required commercial crime and liability insurance coverage for staff and Commissioners.

Maintenance/Equipment (1300)

These costs include the maintenance of the office computers, typewriters, and the assigned cost of GSA communication personnel at LAFCO hearings.

Memberships (1600)

This account is used to pay for Orange County LAFCO's membership in CALAFCO and other organizations.

Office Expense (1800)

This category provides for the purchase of computer and office supplies/equipment and software for on-going office automation requirements.

Professional/Specialized Services (1900)

This category covers the costs for LAFCO legal counsel through the law offices of Best, Best & Krieger (BB&K), human resources administration through Alcock & McFadden, Inc., and bookkeeping and accounting services through Conrad Business Services, Inc. This account also pays for a certified public accounting firm to conduct mandated

annual audits of LAFCO's financial statements project and miscellaneous Commission support services including map review and preparation through the County Surveyor.

Publications/Legal (2000)

This category covers the cost of legal noticing.

Rents/Leases Equipment (2100)

This account reflects costs associated with rental and maintenance of office equipment such as the copier and postage meter.

Special Department Expense (2400)

This budget category is use to pay for Commissioner stipends, staff training, and upgrades to our mapping data base.

Transportation & Travel - General (2600)

This account is used to provide funding for the costs associated with Commissioner parking (i.e., parking debit cards), mileage reimbursement for Commissioners and staff, and the Executive Officer's automobile allowance.

Transportation & Travel - Meetings (2700)

This category represents costs associated with Commissioners and staff attending CALAFCO workshops and conferences.

Utilities (2800)

This account is used to pay for electricity and heating/cooling costs of the LAFCO offices.

DRAFT LAFCO (FY 2003-2004) City Cost Allocations **Exhibit D**

City	Jan. 1, 2001		Area		23rd Allocation		1/3rd Allocation		Combined	
	Population ¹	Sq. Miles ²	Population	Sq. Miles	Based on Population	Based on Sq. Miles	%	%	City Allocation	%
Aliso Viejo	40,166	6.9	\$ 2,964.60	1.43%	\$ 1,458.94	1.42%	\$ 4,423.54	1.42%	\$ 4,423.54	1.42%
Anaheim	334,666	49.8	\$ 24,701.25	11.88%	\$ 10,529.77	10.28%	\$ 35,231.02	10.28%	\$ 35,231.02	10.28%
Brea	36,857	10.9	\$ 2,720.37	1.31%	\$ 2,304.71	2.25%	\$ 5,025.07	2.25%	\$ 5,025.07	2.25%
Buena Park	79,753	10.1	\$ 5,886.46	2.83%	\$ 2,135.56	2.09%	\$ 8,022.02	2.09%	\$ 8,022.02	2.09%
Costa Mesa	110,720	15.5	\$ 8,172.09	3.93%	\$ 3,277.34	3.20%	\$ 11,449.43	3.20%	\$ 11,449.43	3.20%
Cypress	47,263	6.9	\$ 3,488.42	1.68%	\$ 1,458.94	1.42%	\$ 4,947.36	1.42%	\$ 4,947.36	1.42%
Dana Point	35,990	6.4	\$ 2,656.37	1.28%	\$ 1,353.22	1.32%	\$ 4,009.60	1.32%	\$ 4,009.60	1.32%
Fountain Valley	55,886	9.6	\$ 4,124.87	1.98%	\$ 2,029.84	1.98%	\$ 6,154.71	1.98%	\$ 6,154.71	1.98%
Fullerton	129,317	22.4	\$ 9,544.71	4.59%	\$ 4,736.28	4.63%	\$ 14,281.00	4.63%	\$ 14,281.00	4.63%
Garden Grove	168,642	17.9	\$ 12,447.24	5.99%	\$ 3,784.80	3.70%	\$ 16,232.04	3.70%	\$ 16,232.04	3.70%
Huntington Beach	194,584	27.3	\$ 14,361.98	6.91%	\$ 5,772.35	5.64%	\$ 20,134.33	5.64%	\$ 20,134.33	5.64%
Irvine	157,499	46.3	\$ 11,624.79	5.59%	\$ 9,789.73	9.56%	\$ 21,414.52	9.56%	\$ 21,414.52	9.56%
Laguna Beach	24,313	7.8	\$ 1,794.51	0.86%	\$ 1,649.24	1.61%	\$ 3,443.75	1.61%	\$ 3,443.75	1.61%
Laguna Hills	33,811	6.6	\$ 2,495.54	1.20%	\$ 1,395.51	1.36%	\$ 3,891.06	1.36%	\$ 3,891.06	1.36%
Laguna Niguel	63,541	14.7	\$ 4,689.88	2.26%	\$ 3,108.19	3.04%	\$ 7,798.06	3.04%	\$ 7,798.06	3.04%
Laguna Woods	16,725	3.0	\$ 1,234.45	0.59%	\$ 634.32	0.62%	\$ 1,868.77	0.62%	\$ 1,868.77	0.62%
La Habra	60,702	7.3	\$ 4,480.33	2.15%	\$ 1,543.52	1.51%	\$ 6,023.85	1.51%	\$ 6,023.85	1.51%
Lake Forest	76,596	16.8	\$ 5,653.45	2.72%	\$ 3,552.21	3.47%	\$ 9,205.66	3.47%	\$ 9,205.66	3.47%
La Palma	15,845	2.0	\$ 1,169.50	0.56%	\$ 422.88	0.41%	\$ 1,592.38	0.41%	\$ 1,592.38	0.41%
Los Alamitos	11,718	4.3	\$ 864.89	0.42%	\$ 909.20	0.89%	\$ 1,774.09	0.89%	\$ 1,774.09	0.89%
Mission Viejo	98,268	17.4	\$ 7,253.03	3.49%	\$ 3,679.08	3.59%	\$ 10,932.11	3.59%	\$ 10,932.11	3.59%
Newport Beach	72,522	15.6	\$ 5,352.75	2.57%	\$ 3,298.48	3.22%	\$ 8,651.23	3.22%	\$ 8,651.23	3.22%
Orange	132,947	23.3	\$ 9,812.64	4.72%	\$ 4,926.58	4.81%	\$ 14,739.22	4.81%	\$ 14,739.22	4.81%
Placentia	48,319	6.6	\$ 3,566.36	1.72%	\$ 1,395.51	1.36%	\$ 4,961.87	1.36%	\$ 4,961.87	1.36%
Rancho Santa Margarita	48,336	13.1	\$ 3,567.61	1.72%	\$ 2,769.88	2.70%	\$ 6,337.49	2.70%	\$ 6,337.49	2.70%
San Clemente	54,919	17.4	\$ 4,053.50	1.95%	\$ 3,679.08	3.59%	\$ 7,732.57	3.59%	\$ 7,732.57	3.59%
San Juan Capistrano	34,708	14.1	\$ 2,561.75	1.23%	\$ 2,981.32	2.91%	\$ 5,543.07	2.91%	\$ 5,543.07	2.91%
Santa Ana	343,707	27.3	\$ 25,368.55	12.20%	\$ 5,772.35	5.64%	\$ 31,140.90	5.64%	\$ 31,140.90	5.64%
Seal Beach	24,675	10.7	\$ 1,821.23	0.88%	\$ 2,262.42	2.21%	\$ 4,083.65	2.21%	\$ 4,083.65	2.21%
Stanton	38,085	3.1	\$ 2,811.00	1.35%	\$ 655.47	0.64%	\$ 3,466.47	0.64%	\$ 3,466.47	0.64%
Tustin	69,078	11.0	\$ 5,098.55	2.45%	\$ 2,325.85	2.27%	\$ 7,424.41	2.27%	\$ 7,424.41	2.27%
Villa Park	6,164	2.1	\$ 454.96	0.22%	\$ 444.03	0.43%	\$ 898.98	0.43%	\$ 898.98	0.43%
Westminster	89,683	10.2	\$ 6,619.38	3.18%	\$ 2,156.70	2.11%	\$ 8,776.08	2.11%	\$ 8,776.08	2.11%
Yorba Linda	60,806	19.9	\$ 4,488.01	2.16%	\$ 4,207.68	4.11%	\$ 8,695.69	4.11%	\$ 8,695.69	4.11%
TOTALS	2,816,811	484.3	\$ 207,905.02	100.00%	\$ 102,400.98	100.00%	\$ 310,306.00	100.00%	\$ 310,306.00	100.00%

1&2 2002 Progress Report, Center for Demographic Research at Cal State Univ. Fullerton

DRAFT LAFCO (FY 2003-2004)
Independent Special District Cost Allocations

Exhibit E

District	Category	Percent	2002-03 LAFCO Cost	2003-04 LAFCO Cost
Surfside Colony Stormwater	N-E 1	--	\$250	\$250
Surfside Colony CSD	N-E 1	--	\$250	\$250
Capistrano Bay CSD	N-E 2	--	\$500	\$500
Rossmoor CSD	N-E 2	--	\$500	\$500
Silverado-Modjeska Rec. & Park	N-E 2	--	\$500	\$500
Rossmoor/Los Alamitos Sewer	N-E 2	--	\$500	\$500
Three Arch Bay CSD	N-E 3	--	\$1,000	\$1,000
Piacentia Library	N-E 3	--	\$1,000	\$1,000
Buena Park Library	N-E 4	--	\$2,000	\$2,000
Emerald Bay CSD	A	1.7	\$5,164.70	\$5,164.70
Santiago County Water	A	1.7	\$5,164.70	\$5,164.70
Sunset Beach Sanitary	A	1.7	\$5,164.70	\$5,164.70
East Orange County Water	B	3.7	\$11,240.82	\$11,240.82
Costa Mesa Sanitary	B	3.7	\$11,240.82	\$11,240.82
Midway City Sanitary	B	3.7	\$11,240.82	\$11,240.82
Serrano Water	B	3.7	\$11,240.82	\$11,240.82
Trabuco Canyon Water & Sewer	B	3.7	\$11,240.82	\$11,240.82
South Coast Water & Sewer	C	5.6	\$17,013.14	\$17,013.14
Yorba Linda Water & Sewer	C	5.6	\$17,013.14	\$17,013.14
El Toro Water & Sewer	D	7.6	\$23,089.26	\$23,089.26
Mesa Consolidated Water	D	7.6	\$23,089.26	\$23,089.26
Irvine Ranch Water & Sewer	E	10	\$30,380.60	\$30,380.60
Moulton Niguel Water & Sewer	E	10	\$30,380.60	\$30,380.60
MWDOC Water	E	10	\$30,380.60	\$30,380.60
OCWD Water	E	10	\$30,380.60	\$30,380.60
Santa Margarita Water & Sewer	E	10	\$30,380.60	\$30,380.60
Total			\$310,306.00	310,306.00

ATTACHMENT 2

(County of Orange Comment Letter)



County of Orange

MEMO

RECEIVED
APR 30 2003

LOCAL AGENCY FORMATION COMMISSION

April 29, 2003

TO: Bob Aldrich, Assistant Executive Officer, LAFCO
FROM: *SD* Steve Dunivent, Manager, County Budget Office
SUBJECT: Proposed LAFCO Budget for FY 2003-04

My staff has reviewed LAFCO's Proposed Budget submittal dated April 14, 2002. We have some comments/questions which we wish for you to consider prior to the Commission's adoption of the budget on June 15th.

Regarding the Unincorporated Islands Program Proposed Budget (Page 4, last paragraph), the amounts stated in this paragraph do not equal the corresponding amounts in the Islands budget on Exhibit B. Fund balance available (FBA) on Exhibit B is \$139,915 and in the letter it is \$149,915. More importantly, please clarify the sentence, "The proposed FY 03-04 Islands Budget utilizes \$122,579 from the FY 2002-03 Islands fund balance to supplement third year funding for the Islands." The FY 03-04 Islands budget shows an amount of \$81,285 not \$122,579. Please explain the difference.

Exhibit A shows a Revenue over Expenditures amount of \$68,440 projected for FY 02-03. This FBA, however, appears not to have been fully carried over for financing the FY 03-04 budget. Only \$35,395 is shown as prior year's unspent budget. Upon inquiry, the County was informed that the remaining \$33,045 is being allocated to the FY 04-05 budget. Disclosure of that fact should be part of your budget letter.

The County appreciates LAFCO being able to again present a static budget with the County's FY 03-04 contribution remaining at \$310,306.

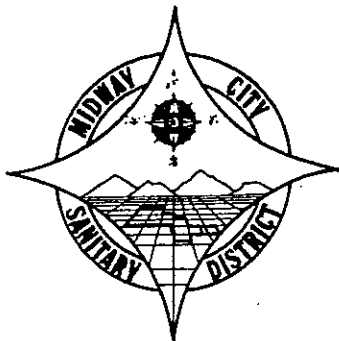
Cc: Astrid Gritton, County Budget Office

ATTACHMENT 3

(Midway City Sanitary District Comment Letter)

Board of Directors

Grace P. Epperson
 James V. Evans
 Joy L. Neugebauer
 Russell C. Paris
 Margie L. Rice



April 25, 2003

RECEIVED
 APR 28 2003

General Manager
 Ron Briles

Member Districts of the Independent
 Special Districts of Orange County

LOCAL AGENCY FORMATION COMMISSION

Attn: President and Board of Directors

Re: Proposed Local Agency Formation Commission Budget for FY 2003-04

Dear Member Districts:

The Board of Directors of the Midway City Sanitary District requests that ISDOC study the current method of allocating costs to the independent special districts to fund the LAFCO budget. For the second year, our District opposes the funding required of special districts.

We urge ISDOC members to support our request prior to the commission's adoption of the final budget due by June 15, 2003.

Sincerely,

James V. Evans
 James V. Evans *ml*
 Board President

cc: Local Agency Formation Commission
 CALAFCO
 State Legislators



Prior to submitting the inquiry, we ask that you check to make sure you are satisfied with the information. If you wish to make changes, Click the BACK button. If everything is satisfactory, please print a copy now for your records and then click on the SUBMIT button. Please note that RGK Foundation will not be able to respond to your Letter of Inquiry if you do not provide a functioning email address.

Revisions to previously submitted Letter of Inquiry	No
Previous funding from RGK Foundation	No
Organization Name	Placentia Library Foundation
Contact Name	Ann-Margaret Webb
Contact Email	awebb@placentialibrary.org
Contact Title	ELLI Coordinator
Phone Number	714.524.8408, ext. 213
Fax Number	714.528.8236
Address	411 East Chapman Avenue Placentia, CA 92807-6198
Web site address	www.placentialibrary.org
Organization's Purpose	The Placentia Library Foundation is a non-profit tax exempt organization incorporated in the State of California in 1995. Its mission is to "ensure the future of Placentia's public library."
Year Established	1995
Organization's Programs and Activities	The Placentia Library Foundation has a strong commitment to building literacy through an easy to access neighborhood-oriented service structure. For example, we offer a variety of programs to the community in addition to ELLI which also stresses literacy. For adults with limited English, the Library also offers one-on-one tutoring. In addition, we provide beginning, intermediate, and advance English classes that emphasize English grammar, writing and conversation. The Library also provides free citizenship services. The services include tutoring on subjects necessary to pass the U.S. citizenship exam. The Library also partners with the Placentia-Yorba Linda Unified School District and the Rotary Club of Placentia in a high school tutoring program called Placentia Rotary Reading Enrichment Program (PRREP).
Current annual operating budget	139,807
Fiscal year beginning	September 1, 2003
Fiscal year ending	August 30, 2003
Project title	English Language and Literacy Intensive (ELLI) Program
	The English Language and Literacy Intensive (ELLI) Program makes many new friends for the Library in our community. This proven, role-model program

<p>Project Description</p>	<p>recruits volunteer tutors from neighboring Fullerton College, Western State University College of Law, Cal State Fullerton, and the University of Phoenix and trains them to assist at-risk children and their parents at six (6) targeted low-performing elementary schools in our local jurisdiction. We work closely with the schools to ensure complementary, rather than duplicative efforts with the children. Though a major goal of ELLI is to increase the STAR results for participating children, our program is not "teaching to the test" or duplicating the curriculum focus of the schools. Due to state budget cutbacks, the Placentia Library Foundation's ELLI Program is now the only remaining provider of library-connected free literacy tutoring for the children in the cities of Anaheim, Brea, Fullerton, Placentia, and Yorba Linda. The Placentia Library is located in southwest Placentia, a predominantly Hispanic area. The demand for our services is great. At nearby Ruby Drive Elementary School, for example, fewer than 10% of the children entering kindergarten had been able to attend preschool, and the majority of these lack basic school readiness skills. In classrooms with 20-30 students, children are unable to receive as much individualized help as they need. Our skilled tutors encourage the children to aim high, plan for college and explore all their options while respecting and valuing the cultures they come from. Early tutoring represents one of the very best social investments our nation can make in our future. Each student we assist is entered into the Literacy Pro computer database so that we can document increases in their Stanford 9 and STAR test scores. In April, 2002, MGT of America was retained to collect and analyze state-wide data about ELLI's impact on participating students and family members. Their Second Interim Report (November 14, 2002), provides a baseline analysis of how ELLI students in grades 2 through 8 compare to all English language Learners (EL students) in the same grades and schools, as measured by SAT-9 performance. The report is available in full at the following website: www.mgtamer.com. Go to "Research & Reports;" ELLI is among the latest studies listed. Our goal is to introduce pilot programs in neighboring schools in the 2003-2004 school year.</p>
<p>Purpose of the grant</p>	<p>The English Language and Literacy Intensive (ELLI) Program recruits volunteer tutors from neighboring Fullerton College, Western State University College of Law, Cal State Fullerton, and the University of Phoenix and trains them to assist at-risk children and their parents at six (6) targeted low-performing elementary schools in our local jurisdiction.</p>
<p>Use of funds</p>	<p>expand existing programs and services</p>

Total Project Budget	\$139,807
Amount requested	\$25,000
Percentage of total project budget	18%
Amount of funding committed to date	39,807
Geographic region served	North Orange County
Target population served	Latino elementary school children
Date project will begin	September 1, 2003
Date project will end	June 30, 2004
Type of Support Requested	Program or Project

Thank you for completing the Letter of Inquiry. Your information is now being reviewed by staff. You should expect to receive e-mail notification within 4 weeks of our interest in receiving a full proposal.

[Back to RGK Homepage](#)

*Letter of Inquiry to the Public Welfare Foundation
from the Placentia Library Foundation*

Cover Sheet

Organization: Placentia Library Foundation

Address: 411 East Chapman Avenue
Placentia, CA 92807-6198

President: Gaeten M. Wood

Project Director: Ann-Margaret Webb, ELLI Coordinator

Telephone: 714.524.8408, ext. 213 Fax: 714.528.8236

E- mail: awebb@placentialibrary.org

Summary of Organization's Mission

The Placentia Library Foundation is a non-profit tax exempt organization incorporated in the State of California in 1995. Its mission is to "ensure the future of Placentia's public library." To fulfill this mission, it raises money through an annual giving campaign, grant-writing, major gifts and bequests. It funds Library-related community service and capital projects in the City of Placentia. The Foundation is managed by a Board of Directors that consists of two members of the Placentia Library District Board of Trustees, one member of the Friends of Placentia Library Board of Directors, and seven members appointed to two-year terms by the Foundation Board of Directors.

Summary of the Purpose of the Request

The English Language and Literacy Intensive (ELLI) Program makes many new friends for the Library in our community. This proven, role-model program recruits volunteer tutors from neighboring Western State University College of Law, Cal State Fullerton, and the University of Phoenix and sets them to work assisting at-risk children in three local elementary schools. Due to state budget cutbacks, the ELLI program is now the only remaining provider of library-connected free literacy tutoring for the children in the cities of Anaheim, Brea, Fullerton, Placentia, and Yorba Linda.¹ The Placentia Library is located in southwest Placentia, a predominantly Hispanic area. The demand for our services is great. At nearby Ruby Drive Elementary School, for example, fewer than 10% of the children entering kindergarten had been able to attend preschool, and the

¹ We just received notice that the sole remaining library literacy program, Anaheim Literacy Services, will be closing its doors in the Spring of 2003.

*Letter of Inquiry to the Public Welfare Foundation
from the Placentia Library Foundation*

majority of these lack basic school readiness skills. In classrooms with 10-30 other students, these children are unable to receive as much individualized help as they need. Our skilled tutors encourage the children to aim high, plan for college and explore all are options while respecting in valuing the cultures they come from. Early tutoring represents one of the very best social investments our nation can make in our future.² Each student we assist is entered into the Literacy Pro computer database so that we can document increases in their Stanford 9 and Star test scores. Current reports indicate that our students are holding their own in school despite significant disadvantages.

Relationship of Request to the Organization's Mission

The Placentia Library Foundation has a strong commitment to building literacy through an easy to access neighborhood-oriented service structure. For example, we offer a variety of programs to the community in addition to ELLI which also stresses literacy. For adults with limited English, the Library also offers one-on-one tutoring. In addition, we provide beginning, intermediate, and advance English classes that emphasize English grammar, writing and conversation. The Library also provides free citizenship services. The services include tutoring on subjects necessary to pass the U.S. citizenship exam. The Library also partners with the Placentia-Yorba Linda Unified School District and the Rotary Clubs of Placentia and Yorba Linda in a high school tutoring program called the Rotary Reading Assistance Program (RRAP).

Total Organization Budget FY2003:	\$5,000,000
Total ELLI Project Budget:	\$139,807
Amount Requested from Public Welfare Foundation:	\$50,000
Total Committed from Other Sources to ELLI Program:	\$49,807
Time Frame:	July 1, 2003 – June 30, 2004
Tax Exempt Status:	501 (c) 3 non-profit organization
Organization's 9-digit Federal Identification Number:	95-5122060

² For discussion of the techniques for performing cost-effectiveness analysis and cost-benefit analysis and education, mental health and other human services, Brian T. Yates, *Analyzing Costs, Procedures, Processes, and Outcomes In Human Services: An Introduction*, Series: Applied Social Research Methods, Volume 42, (Newbury Park, CA: Sage Publications, Inc., 1996), pp. 46-48.

*Letter of Inquiry to the Public Welfare Foundation
from the Placentia Library Foundation*

Narrative

The Purpose of the Request

Our ELLI Program recruits minority youth who are already in college or graduate school to apply their required internships by serving as tutors at local elementary schools. We provide the tutors with training, and access to a severely impacted childhood population. Our tutors encourage the children to aim high, planned for college and explore all are options while respecting in valuing the cultures they come from. This is a proven, role-model program because we know that early tutoring represents one of the very best social investments our nation can make in our future.¹ Each student we assist is entered into the Literacy Pro computer database so that we can document increases in their Stanford 9 and Star test scores. Current reports indicate that our students are holding their own in school despite significant disadvantages.

The Problem or Need Being Addressed

The Placentia Library is located in southwest Placentia, a predominantly Latino area with many new immigrant, English-learning families. Without early intervention, the elementary school children from these families are in danger of falling behind in their efforts to master the language and gain grade-level reading skills. Since their parents are often unable to read themselves, the children cannot benefit from the traditional, in-home reading practice implemented in mainstream families. The result is a tremendously large group of children who are not prepared to excel in school. At nearby Ruby Drive Elementary School, for example, fewer than 10 percent of the children entering kindergarten had been able to attend preschool, and the majority of these lack basic school readiness skills. In classrooms with 20-30 other students, these children are unable to receive as much individualized help as they need. Our ELLI Program is the first and only existing library-connected service provider among all the libraries in Anaheim, Brea, Fullerton, Placentia, and Yorba Linda.

The Population or Community Service by Your Program and How it is Involved in the Design and Implementation of Your Work

Placentia is part of the Placentia-Yorba Linda unified school district (P. Y. L. U. S. D.), a district that also includes part of Anaheim, Braille in Fullerton. The district has a K-12 grade enrollment of 27,004 the 2001-2002 school year. Of those children 29.7 percent

¹ For discussion of the techniques for performing cost-effectiveness analysis and cost-benefit analysis and education, mental health and other human services, Brian T. Yates, *Analyzing Costs, Procedures, Processes, and Outcomes In Human Services: An Introduction*, Series: Applied Social Research Methods, Volume 42, (Newbury Park, CA: Sage Publications, Inc., 1996), pp. 46-48.

*Letter of Inquiry to the Public Welfare Foundation
from the Placentia Library Foundation*

are Hispanic, an increase of almost 4 percent from the previous year; 8 percent are Asian; 1.7 percent are African-American and 1.2 percent come from other minority groups. Of the 28.7 percent of students to Indy P. Y. L. U. S. D. who are Hispanic, it is estimated at 5 percent have limited English skills. At Ruby Drive elementary, 45 percent of students are classified as English language learners; 53 percent are classified as English language learners at John Pines elementary. We serve a 95% Latino population of English-learning immigrant families. We involve stakeholders, including the children themselves, in the design and implementation of the project through quarterly stakeholder meetings.

How You Will Address the Problem or Need You Have Identified

The ELLI program for 2003-2004 will be very similar to the 2002-2003 program. Tutors will work one-on-one or in small groups with K-3/6-grade students identified by teachers and administrators as needing additional help acquiring English reading, writing and speaking skills. Tutors will work with the students in the classroom, and after school programs, and in enrichment programs. Tutors utilize the books, homework assignments, and projects already assigned to the children, as well as bring educational games in books from the Placentia library.

All tutors will be trained at the library by the Literacy Coordinator and the ELLI Coordinator. The program will commence at the schools this is a open-end August, and continue throughout the school year. The ELLI coordinator and a bilingual intern will visit the adult students enrolled in classes this summer in throughout the school year to update them on their children' progress and what the program has to offer. During the school year ELLI staff will participate in Family Reading Nights and similar events of the elementary schools. The ELLI Coordinator will continue to serve on PTA and other community-based literacy endeavors. Last year, the specific activities were carried out and we achieved all of our objectives.

How Your Work Promotes Systemic Change

If the children served by our tutoring program fall behind in their reading they will be permanently disadvantaged in all areas of their lives.

An important component of the E. L. L. I. is mentoring. Building the self-esteem of the students is crucial. Some have had their confidence shaken due to early difficulties mastering reading and writing and have become discouraged; others are struggled on their own without help. Having a tutor who never gives up on them reassures these children that they can succeed. Many of the students want to excel but need adults to help them set goals and model the behavior and study habits needed to achieve these goals. E. L. L. I. tutors do just that area a one-to-one interaction between tutor in students is as important to the success of the E. L. L. I. as the books and materials the library provides to the students. The E. L. L. I. staff stress the importance of building self-esteem and respecting the culture and language the student already possesses an art tutor

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from the Placentia Library Foundation*

training sessions. The training also insists that tutors have high expectations of their students. Ensuring that are tutors reflected diversity found in our students helps to ensure that the bond between the tutor and student will be respectful insensitive. When students see tutors of Hispanic, Asian and African-American heritage, they're given in contra vertebral evidence that they too can achieve their goals. The majority of tutors in the E.L.L.I. program will be federal work-study students from Western College of Law and Cal State Fullerton.

The E. L. L. I. program represents an innovative form of service in the tutors go into the community and work with children and their parents and institutions these families are familiar with and can get too easily. Many these families face enormous challenges with transportation, as they do not own cars in the public transportation system is extremely limited. They also need encouragement to get them to use existing public services such as library's. The E. L. L. I. staff have dedicated themselves to going to these underserved communities and providing special orientations to encourage use of all library programs. Our community partners have input in the books and materials used in the E. L. L. I. program, and have come to view E. L. L. I. staff is truly committed to serving the diverse communities found in Placentia and the surrounding communities.

Another former systematic change produced by V. L. L. I. program is that it dovetails with other efforts at the library to promote American citizenship. The library provides free citizenship services. The services include tutoring on subjects necessary to pass the U.S. citizenship exam. To better prepare non-English speakers who are illiterate and their native language for their first English class, the library partners with the City of Placentia Human Services to offer Spanish literacy classes. All on all, the E. L. L. I. program is highly focused on drawing together existing community's strengths and combining them to meet the most pressing challenges of our community. By providing new immigrants with the most basic reading and language skills, the E. L. L. I. program is making a big difference for these children and their families for years to come.

*Letter of Inquiry to the Public Welfare Foundation
from the Placentia Library Foundation*

Expenses	
Salaries and Fees	\$74,000
Fringe Benefits	11,026
Consultants	3,000
Printing/Publications	6,000
Media Costs	12,500
Telephone	250
Supplies	22,611
Postage	3,500
Indirect Costs	5,920
Mileage	1,000
Total Expenses	\$139,807
Revenue	
Grant request from PWF	50,000
Other Foundations	50,000
Public Agencies	20,000
Corporations	15,000
Individuals	4,300
Operating Income Contributed by Applicant	507
Total Income	\$139,807

BANK OF AMERICA FOUNDATION

- ⊗ Capital campaign requests are discouraged

Please complete all fields and questions. Attach separate sheets as necessary.
Application must be completed by an authorized officer of the nonprofit organization.

What to enclose with your application:

- Copy of your organization's IRS 501(c)(3) notification letter
- Current list of board members, with affiliations
- Your organization's overall project and operating budget
- Financial information for the previous two years, with an audited financial statement, if available

1

Does your grant application fall within Bank of America Foundation's funding focus areas listed below?

- Yes No

If yes, please check the focus area(s) that are most closely associated with this grant:

Educational Opportunities

- Early childhood education/school readiness Financial literacy
 Teacher enhancement/preparation

Community Revitalization

- Affordable housing Workforce development

2

Date submitted: March 31, 2003

Name of your organization: Placentia Library Foundation

Date organization was founded: 6/7/1995

Street Address: 411 East Chapman Avenue

City Placentia State CA Zip: 92807-6198

Mailing Address (if different):

Agency contact, with title: Ann-Margaret Webb, ELLI Coordinator

Contact telephone number: 714.524.8408, ext. 213

Contact e-mail address: awebb@placentialibrary.org

Tax ID number (EIN number): 73-0635140

Dollar amount your organization is requesting: \$ 25,000

What percentage of your organization's overall annual budget would this grant fulfill? 18%

3

BANK OF AMERICA FOUNDATION

Please provide your organization's mission statement, and a brief summary of your organization's key initiatives and accomplishments as related to this grant request.

The Placentia Library Foundation is a non-profit tax exempt organization incorporated in the State of California in 1995. Its mission is to "ensure the future of Placentia's public library." To fulfill this mission, it raises money through an annual giving campaign, grant-writing, major gifts and bequests. It funds Library-related community service and capital projects in the City of Placentia. The Foundation is managed by a Board of Directors that consists of two members of the Placentia Library District Board of Trustees, one member of the Friends of Placentia Library Board of Directors, and seven members appointed to two-year terms by the Foundation Board of Directors.

4

What is the purpose for which this grant is being requested?

Please be specific, detailing the ways that the project will be innovative and will fit the criteria outlined in the Bank of America Foundation's funding focus areas.

The English Language and Literacy Intensive (ELLI) Program makes many new friends for the Library in our community. This proven, role-model program recruits volunteer tutors from neighboring Western State University College of Law, Cal State Fullerton, and the University of Phoenix and sets them to work assisting at-risk children in three local elementary schools.

Due to state budget cutbacks, the ELLI program is now the only remaining provider of library-connected free literacy tutoring for the children in the cities of Anaheim, Brea, Fullerton, Placentia, and Yorba Linda.¹

The Placentia Library is located in southwest Placentia, a predominantly Hispanic area. The demand for our services is great. At nearby Ruby Drive Elementary School, for example, fewer than 10% of the children entering kindergarten had been able to attend preschool, and the majority of these lack basic school readiness skills. In classrooms with 10-30 other students, these children are unable to receive as much individualized help as they need. Our skilled tutors encourage the children to aim high, plan for college and explore all are options while respecting in valuing the cultures they come from. Early tutoring represents one of the very best social investments our nation can make in our future.² Each student we assist is entered into the Literacy Pro computer database so that we can document increases in their Stanford 9 and Star test scores. Current reports indicate that our students are holding their own in school despite significant disadvantages.

5

¹ We just received notice that the sole remaining library literacy program, Anaheim Literacy Services, will be closing its doors in the Spring of 2003.

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What are the specific outcomes your organization hopes to achieve with this grant?

Please describe a) how your organization will evaluate and measure these outcomes, b) how and when the organization will track and report results back to the Bank of America Foundation, and c) who will be responsible for reporting those results.

A.

Evaluation and Measurement of Program Outcomes: The specific outcomes for the ELLI program include the following measurable process and evaluation outcomes:

Outcome 1.1: At Rio Vista Elementary School, ELLI will tutor 75 kindergarten and first grade students identified as needing the most help by June 30, 2004.

Outcome 1.2: At John Tynes Elementary School, ELLI will tutor 25 children whose parents are enrolled in CBET and 50 at-risk children in the classroom by June 30, 2004.

Outcome 1.3: At Ruby Drive Elementary School, ELLI will tutor 25 children enrolled in the kindergarten to extended day program (KED), and tutor the former KED students who graduated to the first and second grades by June 30, 2004.

Outcome 1.4: At Ruby Drive Elementary School, ELLI will also tutor 50 children in the third grade who are emerging English learners, as well as students whose parents are enrolled in CBET by June 30, 2004.

Outcome 2.1: We will recruit and train at least ten (10) tutors who are Federal Work-study students from Western College of Law, Cal State Fullerton or Fullerton College by June 30, 2004.³

Outcome 2.2: We will recruit and train at least five (5) tutors who are interns from the University of Phoenix or volunteers with the Placentia Rotary Reading Enrichment Program (PRREP) by October 1st 2003.

Outcome 2.3: We will recruit and train at least five (5) tutors who are service learners⁴ from the ethnic studies program at Fullerton College by October 1st 2003.

Outcome 3.1: During the school year, ELLI staff will participate in at least five (5) Family Reading Nights and similar events at the elementary schools by June 30, 2004.

Outcome 4.1: The ELLI Coordinator or the Library Assistant will register each of the 285 students in the Literacy Pro database used to track all students in the program and obtain their Stanford 9 and Star test scores (for 2nd Grade and above students only) from the schools so that we can measure the impact of this program by July 31, 2004.

Outcome 4.2: The ELLI Coordinator or the Library Assistant will distribute and collect a survey evaluating the effectiveness of each of our 15 tutors and aggregate these results in a database so that we can measure the skill level of all the tutors by July 31, 2004.

³ We will be adding federal work study students from Fullerton College in the Spring of 2004.

⁴ Service learners are similar to interns. Service learners usually are required to give fewer hours than interns. Almost all of our interns, service learners, and federal work study students are Latino, Asian, or African American.

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Outcome 4.3: As a client impact measure, we want to see that 85 percent of the at-risk students who work with our tutors a minimum all of 20 sessions will read at grade level by June 30, 2004.

B.

We will report the results of the program, including our progress on all of these outcomes to the Bank of America Foundation by mailing them a copy of our annual project report card.

C.

The individual responsible for informing the Bank of America Foundation about our project will be the project coordinator Ann-Margaret Webb.

6

How will your organization publicize the grant and its results?

To maintain full use of the program, we want to produce 10,000 brochures at an estimated cost of 60 cents each. We also want to promote the program by launching a series of radio, television, and billboard ads with the total value of \$12,500. Bank of America Foundation's contribution will be recognized in all promotional materials if this is consistent with the Foundation's policy guidelines and wishes.

7

Please list the sources and amounts of all other funding obtained, pledged or requested a) for this project and b) for overall support of your organization.

Revenue estimates are based on the assumption that we will receive a grant of \$25,000 from the Coca-Cola Foundation. In addition to this funding, we believe we will receive \$75,000 in funding from other foundations which share our excitement about the positive impact of early reading tutoring programs for this school age population. Public agencies have already invested at least \$20,000 in this project, and we anticipate that this funding will continue in the year ahead despite significant challenges facing the State of California budget. We anticipate that we will, once again, receive at least \$15,000 in corporate support by renewing support from existing corporate funders. We estimate modest individual donations will come in at between \$4,000 and \$5,000 per year. Operating income contributed by the applicant to the program is modest and estimated to be \$507 for the upcoming school year. Revenue estimates are based on the assumption that we will receive a grant of \$25,000 from the Coca-Cola Foundation. In addition to this funding, we believe we will receive \$75,000 in funding from other foundations which share our excitement about the positive impact of early reading tutoring programs for this school age population. Public agencies have already invested at least \$20,000 in this project, and we anticipate that this funding will continue in the year ahead despite significant challenges facing the State of California budget. We anticipate that we will, once again, receive at least \$15,000 in corporate support by renewing support from existing corporate funders. We estimate modest individual donations will come in at between \$4,000 and \$5,000 per year. Operating income

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contributed by the applicant to the program is modest and estimated to be \$507 for the upcoming school year.

8

Has your organization received funding from the Bank of America Foundation in the past five years?

Yes

No

If yes, a) please list by date, and b) detail the impact of your organization's previously funded activities, c) the sustainability of those activities, and d) if applicable, how a new grant would expand those activities.

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9

Has your organization received other financial support from Bank of America in the past, i.e. sponsorships, events, etc?

Yes No

If yes, please summarize.

10

Does your organization receive funding from United Way?

Yes No

If yes, what percentage of your annual funding is received from United Way? %

11

What age group(s) will be served by the project for which you are requesting funding?

(Select more than one age group if applicable.)

Pre-K Grades K-5 Grades 6-12 College
 Adult Elderly All

12

What geographic area will be served by the project for which you are requesting funding?

Please be specific in detailing how far the project or program for which funding is being requested extends throughout a given area, such as a state, region or city.

Due to state budget cutbacks, the ELLI program is now the only remaining provider of library-connected free literacy tutoring for the children in the cities of Anaheim, Brea, Fullerton, Placentia, and Yorba Linda.

13

What ethnic groups will be served by the project for which you are requesting funding?

(Please provide complete breakdown.)

African American	1	Caucasian	5
Hispanic	90	Native American	1
Asian	3	Multi-racial/Ethnic	0

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14

What is the primary population served by the project for which you are requesting funding?

(Select more than one if applicable.)

- Women/Girls Men/Boys
 Gays/Lesbians HIV AIDS General Public
 Disabled Rural Other

15

Are 51% or more of those to be served by this grant low-to-moderate income (annual earnings at 80% of median income or less)?

- Yes No

Please check the area that best describes the purposes of this grant:

- Affordable Housing — organization's activities promote affordable housing for low-to-moderate income individuals or families (including multi-family rental housing).
 Community Services — organization's community service (i.e. provides free child care, job training, tutoring programs) targeted to low-to-moderate income individuals or families.
 Economic Development — organization's efforts promote economic development by financing businesses or small farms that meet the size eligibility standards or have gross annual revenues of \$1 million or less.
 Revitalize/Stabilize — organization's activities to revitalize or stabilize low-to-moderate income neighborhoods or geographies.

Please describe organization's clients (i.e., low-to-moderate income children).

Our organization's clients are the children of English-learning Latino immigrant families.

For internal Community Development Bank use

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Name and title of person completing this application (please print):

Name Ann-Margaret Webb

Title ELLI Program Coordinator

Signature

For further information, please visit our Website at



To have your program considered for a Foundation grant, please submit this application form along with the program description to:

The Coca-Cola Foundation, Grants Administration
P.O. Box 1734, Atlanta, Georgia 30301, USA

Program category applying for: Higher Education Classroom Teaching and Learning Global Education

Placentia Library Foundation

Legal Name of Organization as Listed with IRS Section 501(c)(3)

Name of Organization (if different from above)

Has your organization previously requested funding from us? Yes No

411 East Chapman Avenue

Mailing Address

Placentia, CA 92870-6198

Street Address

City, State, ZIP Code

Gaeten M. Wood, President

Chief Executive Officer of Organization

\$25,000

Amount Requested (please complete)

English Language and Literacy Intensive (ELLI) Program

Program Name

Ann-Margaret Webb, ELLI Coordinator

Name and Title of Contact Person at Organization for Program

(714) 524-8408, Ext. 213

Office Telephone Numbers of Contact Person

(714) 528-8236

Fax Number

Signature/Date

EXPENSES:

Saleries and Fees	ELLI Coordinator \$45K x 1 FTE	\$	74,000
	Library Assistant \$29K x 1 FTE	\$	11,026
Fringe Benefits	14.9% x \$74,000	\$	3,000
Consultants		\$	
Printing/Publications	Brochures @ \$0.60 x 10,000	\$	6,000
Media Costs	Radio, television, and billboards.	\$	12,500
Telephone		\$	250
Supplies	Books, Leap Frog audio books, Art supplies, educational games.	\$	22,611
Postage		\$	3,500
Other	Overhead @ 8% of \$74,000	\$	5,920
	Mileage for ELLI Coordinator	\$	1,000
Total Expenses		\$	139,807

REVENUE:

Grant Request from The Coca Cola Foundation	\$	25,000
Other Foundations*	\$	75,000
Public Agencies*	\$	20,000
Corporations*	\$	15,000
Individuals*	\$	4,300
Operating Income Contributed by Applicant to the Program	\$	507
Total Income	\$	139,807

*Identify individually in the budget narrative. Additional sources of revenue are encouraged but not required. Please indicate only revenues that are fully committed and allocated specifically for the purposes of this program.

1. ORGANIZATIONAL MISSION STATEMENT

The Placentia Library Foundation is a non-profit tax exempt organization incorporated in the State of California in 1995. Its mission is to "ensure the future of Placentia's public library."

To fulfill this mission, it raises money through an annual giving campaign, grant-writing, major gifts and bequests. It funds Library-related community service and capital projects in the City of Placentia. The Foundation is managed by a Board of Directors that consists of two members of the Placentia Library District Board of Trustees, one member of the Friends of Placentia Library Board of Directors, and seven members appointed to two-year terms by the Foundation Board of Directors. The Placentia Library District was established in 1919 by area voters and the Orange County Board of Supervisors. The District provides educational, informational, recreational and cultural reading, listening, and viewing materials for the residents of Placentia and other eligible clients.

2. GENERAL PROGRAM DESCRIPTION

The English Language and Literacy Intensive (ELLI) Program makes many new friends for the Library in our community. This proven, role-model program recruits volunteer tutors from neighboring Western State University College of Law, Cal State Fullerton, and the University of Phoenix and sets them to work assisting at-risk children in three local elementary schools. Due to state budget cutbacks, the ELLI program is now the only remaining provider of library-connected free literacy tutoring for the children in the cities of Anaheim, Brea, Fullerton, Placentia, and Yorba Linda.¹

The Placentia Library is located in southwest Placentia, a predominantly Hispanic area. The demand for our services is great. At nearby Ruby Drive Elementary School, for example, fewer than 10% of the children entering kindergarten had been able to attend preschool, and the majority of these lack basic school readiness skills. In classrooms with 10-30 other students, these children are unable to receive as much individualized help as they need.

Our skilled tutors encourage the children to aim high, plan for college and explore all are options while respecting in valuing the cultures they come from. Early tutoring represents one of the very best social investments our nation can make in our future.² Each student we assist is entered into the Literacy Pro computer database so that we can document increases in their Stanford 9 and Star test scores. Current reports indicate that our students are holding their own in school despite significant disadvantages.

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Application to The Coca-Cola Foundation
From the Placentia Library Foundation

3. PROGRAM DETAIL

3.1 Goals and Purpose of the Program: The ELLI program was established in the Fall of 2001. For the 2003-2004 school year, our primary goal is to continue to serve all three (3) elementary schools currently in the program, and to add one (1) CBET program at Kramer elementary school. The purpose of this program will be to provide one-on-one tutoring to at least 284 school age children.

3.2 Relation to Foundation Mission: We believe that this program relates to the mission of the Coca-Cola Foundation because it "aims to provide youth with educational opportunities and support systems they need to become knowledgeable and productive citizens." The ELLI Program provides extra one-on-one attention for children who are struggling with reading so that they can reach their full potential. By recruiting and training volunteer tutors to assist these schoolchildren, the ELLI Program is effectively addressing our community's greatest educational challenges.

3.3 Measurable Program Objectives: The specific objectives for the ELLI program include the following measurable process and outcome objectives:

Objective 1.1: At Rio Vista Elementary School, ELLI will tutor 75 kindergarten and first grade students identified as needing the most help by June 30, 2004.

Objective 1.2: At John Tynes Elementary School, ELLI will tutor 25 children whose parents are enrolled in CBET and 50 at-risk children in the classroom by June 30, 2004.

Objective 1.3: At Ruby Drive Elementary School, ELLI will tutor 25 children enrolled in the kindergarten to extended day program (KED), and tutor the former KED students who graduated to the first and second grades by June 30, 2004.

Objective 1.4: At Ruby Drive Elementary School, ELLI will also tutor 50 children in the third grade who are emerging English learners, as well as students whose parents are enrolled in CBET by June 30, 2004.

Objective 2.1: We will recruit and train at least ten (10) tutors who are Federal Work-study students from Western College of Law, Cal State Fullerton or Fullerton College by June 30, 2004.³

Objective 2.2: We will recruit and train at least five (5) tutors who are interns from the University of Phoenix or volunteers with the Placentia Rotary Reading Enrichment Program (PRREP) by October 1st 2003.

Objective 2.3: We will recruit and train at least five (5) tutors who are service learners⁴ from the ethnic studies program at Fullerton College by October 1st 2003.

³ We will be adding federal work study students from Fullerton College in the Spring of 2004.

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Objective 3.1: During the school year, ELLI staff will participate in at least five (5) Family Reading Nights and similar events at the elementary schools by June 30, 2004.

Objective 4.1: The ELLI Coordinator or the Library Assistant will register each of the 285 students in the Literacy Pro database used to track all students in the program and obtain their Stanford 9 and Star test scores (for 2nd Grade and above students only) from the schools so that we can measure the impact of this program by July 31, 2004.

Objective 4.2: The ELLI Coordinator or the Library Assistant will distribute and collect a survey evaluating the effectiveness of each of our 15 tutors and aggregate these results in a database so that we can measure the skill level of all the tutors by July 31, 2004.

Objective 4.3: As a client impact measure, we want to see that 85 percent of the at-risk students who work with our tutors a minimum all of 20 sessions will read at grade level by June 30, 2004.

3.4 Specific Activities: The ELLI program for 2003-2004 will be very similar to the 2002-2003 program. Tutors will work one-on-one or in small groups with K-3/6-grade students identified by teachers and administrators as needing additional help acquiring English reading, writing and speaking skills. Tutors will work with the students in the classroom, and after school programs, and in enrichment programs. Tutors utilize the books, homework assignments, and projects already assigned to the children, as well as bring educational games in books from the Placentia Library.

All tutors will be trained at the Library by the Literacy Coordinator and the ELLI Coordinator. The program will commence at the schools this is an open-end August, and continue throughout the school year. The ELLI Coordinator and a bilingual intern will visit the adult students enrolled in classes this summer in throughout the school year to update them on their children's progress and what the program has to offer. During the school year ELLI staff will participate in Family Reading Nights and similar events of the elementary schools. The ELLI Coordinator will continue to serve on PTA and other community-based literacy endeavors. Last year, the specific activities were carried out and we achieved all of our objectives. We are on schedule.

3.5 Staff Members: Current staff who would be responsible for successfully implementing the ELLI Program are Ann-Margaret Webb - ELLI Coordinator, and Jim Roberts - Public Services Manager

3.6 Experience and Qualifications of Staff: Ms. Webb joined the Placentia Library in 2000 to coordinate and implement the very first small ELLI grant. She has a Master's degree and several years of experience working with minority communities. Jim Roberts has served as literacy coordinator since 2000. Previously, he ran the Literacy Department

⁴ Service learners are similar to interns. Service learners usually are required to give fewer hours than interns. Almost all of our interns, service learners, and federal work study students are Latino, Asian, or African American.

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at Monterey Park Public Library for 10 years. He possesses a Master's degree in Education from Pepperdine University.

3.6 Relationship to Organization's Overall Mission: The ELLI Program is part of a larger literacy program at the Placentia Library, and reflects the ongoing commitment of the Library to serve the community.

For example, we offer a variety of programs to the community in addition to ELLI which also stresses literacy. For adults with limited English, Placentia Library District also offers one-on-one tutoring. In addition, we provide beginning, intermediate, and advance English classes that emphasize English grammar, writing and conversation.

The Placentia Library also provides free citizenship services. The services include tutoring on subjects necessary to pass the U.S. citizenship exam. The Placentia Library also partners with the Placentia-Yorba Linda Unified School District and the Rotary Clubs of Placentia and Yorba Linda in a high school tutoring program called the Rotary Reading Assistance Program (RRAP).

4. PROGRAM BUDGET AND NARRATIVE

In this section, we present a budget summary as outlined on the last page of the Coca-Cola Foundation's application form. We will also had a narrative description and include an explanation of each line item in the budget (direct and indirect costs) and how the cost was determined.

Expenses:	
Salaries and Fees	\$74,000
Fringe Benefits	11,026
Consultants	3,000
Printing/Publications	6,000
Media Costs	12,500
Telephone	250
Supplies	22,611
Postage	3,500
Indirect Costs	5,920
Mileage	1,000
Total Expenses	\$139,807
Revenue:	
Grant request from The Coca-Cola Foundation	\$25,000
Other Foundations	75,000
Public Agencies	20,000
Corporations	15,000
Individuals	4,300
Operating Income Contributed by Applicant	507
Total Income	\$139,807

Application to The Coca-Cola Foundation
From the Placentia Library Foundation

For program expenses, we envisioned that the ELLI Coordinator will be paid at the rate of \$45,000 per year and that this will be a 1.0 FTE position. The Library Assistant will be paid at the rate of \$29,000 per year and this will be a 1.0 FTE position. Fringe benefits are calculated by multiplying the addition of these two salaries by 14.9 percent. In order to provide evidence of the effectiveness of this program, for our target client population, we will hire an evaluation consultant to double check our case records and to calculate relevant statistics and to prepare a report on the results of the program. We estimate that this job will require 40 hours of work at \$75 per hour.

To maintain full use of the program, we want to produce 10,000 brochures at an estimated cost of 60 cents each. We also want to promote the program by launching a series of radio, television, and billboard ads with the total value of \$12,500. Telephone use is estimated to be approximately \$21 a month. One of the most significant expenditures by this program will be the provision of instructional resources. Instructional resources include books, *Leap Frog* audio books, art supplies, educational games, language arts resource materials, and training materials for the volunteer tutors. In this budget category, we include actual office supplies, subscriptions, books and other materials used by staff to maintain their expertise in this important field of service.

Postage costs are estimated at \$3,500 to cover the cost of mailing the brochure, mailing out notice of meetings and trainings, and maintaining communications with our neighborhood school districts, voluntary organizations, and highly committed community members. Indirect costs are calculated as 8 percent of total staff salaries. Mileage costs will be \$1,000 to cover the mileage costs for the ELLI Coordinator.

Revenue estimates are based on the assumption that we will receive a grant of \$25,000 from the Coca-Cola Foundation. In addition to this funding, we believe we will receive \$75,000 in funding from other foundations which share our excitement about the positive impact of early reading tutoring programs for this school age population. Public agencies have already invested at least \$20,000 in this project, and we anticipate that this funding will continue in the year ahead despite significant challenges facing the State of California budget. We anticipate that we will, once again, receive at least \$15,000 in corporate support by renewing support from existing corporate funders. We estimate modest individual donations will come in at between \$4,000 and \$5,000 per year. Operating income contributed by the applicant to the program is modest and estimated to be \$507 for the upcoming school year.

5. ADDITIONAL INFORMATION

We have appended to this application our pertinent legal and tax documentation, and a brief statement, signed and dated on the Placentia Library Foundation's letterhead that there has been no change in the purpose, character, or organizational structure subsequent to the issuance of the IRS(s) letter.



PLACENTIA LIBRARY FOUNDATION

411 East Chapman Avenue, Placentia, CA 92870-6198
714-528-1925 ext. 201
foundation@placentialibrary.org

Board of Directors

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President

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Ex Officio

March 26, 2003

Ms. Ingrid Saunders Jones
Chair
The Coca-Cola Foundation, Inc.
P.O. Drawer 1734
Atlanta, GA 30301

Dear Ms. Saunders Jones,

On behalf of the Placentia Library Foundation, I'm writing to indicate that there has been no change in our purpose, character, or organizational structure subsequent to the issuance of the attached IRS determination letter. If you need any additional information, please do not hesitate to give me a call.

Sincerely,

James Roberts
Literacy Coordinator

MIGHTY DUCKS CARE COVER PAGE

Please provide the following information. You may either use a typewriter to fill out this Cover Page for submission, or you may recreate this page on your computer, using the same headings listed below. Please be sure to number the pages in your application.

Organization Name: Placentia Library Foundation

DBA (Doing Business As): Not applicable.

Address: 411 East Chapman Avenue
Placentia, CA 92807-6198

Telephone: 714.524.8408, ext. 213 **Fax:** 714.528.8236

Email address: awebb@placentialibrary.org

Chief Executive Officer/Title: Elizabeth Minter/Executive Director

Contact Person/Title: Ann-Margaret Webb, ELLI Coordinator

Amount Requested: \$25,000

Geographic Area Served: Cities of Anaheim, Brea, Fullerton, Placentia, and Yorba Linda with a combined population of 594,833 according to the 2000 U.S. Census.

Type of Support: Program

Program Name: English Language and Literacy Intensive (ELLI) Program

Organization Budget: \$139,807

Program Budget, if applicable: \$139, 807

For office use only. Do not write below this line. Be sure to include this information if you recreate this form.

Fund:

Recommended amount:

Site visit:

Guideline fit:

Event Partnership:

Background

The Placentia Library Foundation is a non-profit tax exempt organization incorporated in the State of California in 1995. Its mission is to "ensure the future of Placentia's public library." The English Language and Literacy Intensive (ELLI) Program makes many new friends for the Library in our community. This proven, role-model program recruits volunteer tutors from neighboring Western State University College of Law, Cal State Fullerton, and the University of Phoenix and sets them to work assisting at-risk children in three local elementary schools. Due to state budget cutbacks, the ELLI program is now the only remaining provider of library-connected free literacy tutoring for the children in the cities of Anaheim, Brea, Fullerton, Placentia, and Yorba Linda. The ELLI program serves approximately 284 children and parents per year.

Proposal

The English Language and Literacy Intensive (ELLI) Program makes many new friends for the Library in our community. This proven, role-model program recruits volunteer tutors from neighboring Western State University College of Law, Cal State Fullerton, and the University of Phoenix and sets them to work assisting at-risk children in three local elementary schools. Due to state budget cutbacks, the ELLI program is now the only remaining provider of library-connected free literacy tutoring for the children in the cities of Anaheim, Brea, Fullerton, Placentia, and Yorba Linda.¹ The Placentia Library is located in southwest Placentia, a predominantly Hispanic area. The demand for our services is great. At nearby Ruby Drive Elementary School, for example, fewer than 10% of the children entering kindergarten had been able to attend preschool, and the majority of these lack basic school readiness skills. In classrooms with 10-30 other students, these children are unable to receive as much individualized help as they need. Our skilled tutors encourage the children to aim high, plan for college and explore all are options while respecting in valuing the cultures they come from. Early tutoring represents one of the very best social investments our nation can make in our future.² Each student we assist is entered into the Literacy Pro computer database so that we can document increases in their Stanford 9 and Star test scores. Current reports indicate that our students are holding their own in school despite significant disadvantages.

Placentia is part of the Placentia-Yorba Linda Unified School District (PYLUSD), a district that also includes Placentia and Yorba Linda and parts of Anaheim, Brea and Fullerton. The district had a K-12 grade enrollment of 27,004 for the 2001-2002 school

¹ We just received notice that the sole remaining library literacy program, Anaheim Literacy Services, will be closing its doors in the Spring of 2003.

² For discussion of the techniques for performing cost-effectiveness analysis and cost-benefit analysis and education, mental health and other human services, Brian T. Yates, *Analyzing Costs, Procedures, Processes, and Outcomes In Human Services: An Introduction*, Series: Applied Social Research Methods, Volume 42, (Newbury Park, CA: Sage Publications, Inc., 1996), pp. 46-48.

year. Of those children, 29.7 percent are Hispanic, an increase of almost 4 percent from the previous year; 8 percent are Asian/Pacific Islander; 1.7 percent are African-American and 1.2 percent come from other minority groups. Of the 28.7 percent of students in the PYLUSD who are Hispanic, it is estimated that 5 percent have limited English skills. At Ruby Drive Elementary, 45 percent of students are classified as English language learners, and at John Tynes Elementary School 53 percent are classified as English language learners. This client population maybe classified as low-income, and it is 65% male.

The ELLI program for 2003-2004 will be very similar to the 2002-2003 program. Tutors will work one-on-one or in small groups with K-6 grade students identified by teachers and administrators as needing additional help acquiring English reading, writing and speaking skills. Tutors will work with the students in the classroom, in after-school programs, and in enrichment programs. Tutors utilize the books, homework assignments, and projects already assigned to the children, as well as bring educational games and books from the Placentia Library.

All tutors will be trained at the Library by the Literacy Coordinator and the ELLI Coordinator.

We will be doing even more this year to promote the program among the teachers and parents in the area. The outreach program will commence at the schools beginning in September, and will continue throughout the school year. The ELLI Coordinator and her bilingual assistant will also visit the adult students enrolled in classes this summer (and throughout the school year) to update them on their children's progress and what the program has to offer. During the school year, ELLI staff will participate in Family Reading Nights and similar events of the elementary schools. The ELLI Coordinator will continue to serve on PTA and other community-based literacy endeavors.

Finances

Government Agencies	20,000
United Way	0
Corporations	15,000
Foundations	75,000
Individuals	4,300
<u>Operating Income Contributed by Applicant</u>	<u>507</u>
<u>Total Income</u>	<u>\$114,807</u>

Collaborations

The Placentia Library Foundation's ELLI Program does have a large amount of collaboration, particularly in terms of recruiting volunteer tutors for the program from neighboring Western State University College of Law, Cal State Fullerton, and the University of Phoenix and setting them to work assisting at-risk children in low-performing elementary schools including Ruby Drive Elementary School, Rio Vista Elementary School, and John Tynes Elementary School. We also collaborate with volunteers from the Placentia Rotary Reading Enrichment Program (PRREP).

Evaluation

The ELLI Coordinator or the Library Assistant will register each of the 285 students in the Literacy Pro database used to track all students in the program and obtain their Stanford 9 and Star test scores (for 2nd Grade and above students only) from the schools so that we can measure the impact of this program. Our program is also part of a state-wide data-collection system designed to measure the impact of this program on the client population. In April, 2002, MGT of America was retained to collect and analyze data about ELLI's impact on participating students and family members. Their *Second Interim Report* (November 14, 2002), provides a baseline analysis of how ELLI students in grades 2 through 8 compare to all English language Learners (EL students) in the same grades and schools, as measured by SAT-9 performance. The report is available in full at the following website: www.mgtamer.com. Go to "Research & Reports;" ELLI is among the latest studies listed.

Progress Report

Not Applicable.

Additional Information

On behalf of the Placentia Library, we are honored to present this application to you. After reviewing the guidelines, we believe that there is sufficient reason to think that the Mighty Ducks Care funding priorities and interests are compatible with the needs of our extremely important English Language Literacy Intensive (ELLI) Program.

The Placentia Library Foundation has a strong commitment to building literacy through an easy to access neighborhood-oriented service structure. For example, we offer a variety of programs to the community in addition to ELLI which also stresses literacy. For adults with limited English, the Library also offers one-on-one tutoring. In addition, we provide beginning, intermediate, and advance English classes that emphasize English grammar, writing and conversation. The Library also provides free citizenship services. The services include tutoring on subjects necessary to pass the U.S. citizenship exam. The Library also partners with the Placentia-Yorba Linda Unified School District and the Rotary Club of Placentia in a high school tutoring program called Placentia Rotary Reading Enrichment Program (PRREP).

Our ELLI program can be distinguished from other programs, which target English language learning children, by its focus on the whole family. By creating customized programs and strategies for children and their parents, we lay the foundation for a home environment where English can be learned, practiced and supported. Though a major goal of ELLI is to increase the STAR results for participating children, programs are not "teaching to the test" nor are they duplicating the curriculum focus of the schools. Instead, we provide enriching supplemental instruction and activities where English can be applied in a real-life setting.

The children served by our tutoring program fall behind in their reading they will be permanently disadvantaged in all areas of their lives.

An important component of the ELLI is mentoring. Building the self-esteem of the students is crucial. Some have had their confidence shaken due to early difficulties mastering reading and writing and have become discouraged; others have struggled on their own without help. Having a tutor who never gives up on them reassures these children that they can succeed. Many of the students want to excel but need adults to help them set goals and model the behavior and study habits needed to achieve these goals. ELLI tutors do just that. The one-to-one interaction between tutors and students is as important to the success of the ELLI Program as the books and materials the Library provides to the students. The ELLI staff stress the importance of building self-esteem and respecting the culture and language the student already possesses in the tutor training sessions. The staff also insists that tutors have high expectations of their students. Ensuring that our tutors reflect the diversity found in our students helps to ensure that the bond between the tutor and student will be respectful and sensitive. When students see tutors of Hispanic, Asian and African-American heritage, they're given incontrovertible evidence that they too can achieve their goals. The majority of tutors in the ELLI program will be federal work-study students and service learners from Fullerton College, Western College of Law, and Cal State Fullerton.

MATERIALS TO SUPPORT APPLICATION

Please include copies of the following documents with your completed application. Indicate that these documents are included in your application by checking the appropriate boxes below and returning this page with your application packet. **Applications submitted without these materials will be considered incomplete.**

- Certificate of Tax Exempt Status form (see page 5) completed by an officer of your organization indicating that your tax exempt status is current.
- Most recent IRS 501(c)(3) tax exempt determination letter.
- Most recent audited financial statements or IRS Form 990.
- Line-item budget for the organization for the year of the grant request. Also include a line-item program budget, if the proposal is for a specific program.
- If the proposal is for salary support, include a job description and, if available, the resume of the person who will fill the position.
- A list of members of the board of directors of the organization, including principal business or professional affiliation of each. This list should be condensed to **one side of one sheet of paper**. Addresses and phone numbers need not be included.
- A list of the five largest grants received from corporations and/or foundations **during the same fiscal year of the audit/990** included with this application. Include the dollar amount contributed by each corporation and foundation, and provide the total amount given by foundations and corporations at the end of the list. **Do not include** in-kind donations, or contributions made by individuals or government.
- Annual report, if available.

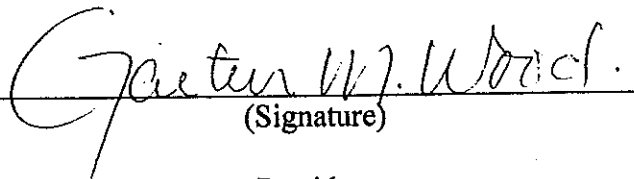
**CERTIFICATION OF TAX EXEMPT
STATUS OF GRANTEE ORGANIZATION**

I, an Officer/Director of
Placentia Library Foundation

(Organization)

hereby certify that the organization has received a ruling from the Internal Revenue Service that it is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and that the organization is not a private foundation as defined in Section 509 (a) of the Internal Revenue Code.

I further certify that said exemption rulings from the Internal Revenue are still in effect and have not been revoked or amended.



(Signature)

President

(Title)

4-16-03

Date _____

INTERNAL REVENUE SERVICE
 DISTRICT DIRECTOR
 2 CUPANIA CIRCLE
 MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: JUN 07 1995

PLACENTIA LIBRARY FOUNDATION
 411 EAST CHAPMAN AVENUE
 PLACENTIA, CA 92670

Employer Identification Number:
 33-0635140
 Case Number:
 955122060
 Contact Person:
 EARL KNIGHT
 Contact Telephone Number:
 (213) 725-6619
 Accounting Period Ending:
 December 31
 Form 990 Required:
 Yes
 Addendum Applies:
 No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(3).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1994, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2.

Letter 947 (DO/CG)

PLACENTIA LIBRARY FOUNDATION

on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-E, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

-3-

PLACENTIA LIBRARY FOUNDATION

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Richard R. Orosco". The signature is fluid and cursive, with a long horizontal stroke at the end.

Richard R. Orosco
District Director

Form **990-EZ**

Short Form
Return of Organization Exempt from Income Tax
Under Section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code
(except black lung benefit trust or private foundation)

OMB No. 1545-1150

2001

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

For organizations with gross receipts less than \$100,000 and total assets less than \$250,000 at the end of the year.
The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2001 calendar year, or tax year beginning 2001, and ending 20

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Please use IRS label or print or type. See specific instructions. PLACENTIA LIBRARY FOUNDATION 411 E. CHAPMAN AVE. PLACENTIA, CA 92870	D Employer Identification Number 73-0635140
		E Telephone Number 714-528-1925
		F Enter 4-digit (GEN) *

* Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

G Accounting method: Cash Accrual
Other (specify) *

H Check if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Web site: N/A

J Organization type (check only one) - 501(c) (3) (insert no.) 4947(a)(1) or 527

K Check if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS, but if the organization received a Form 990 Package in the mail, it should file a return without financial data. Some states require a complete return.

L Add lines 5b, 6b, and 7b, to line 9 to determine gross receipts; if \$100,000 or more, file Form 990 instead of Form 990-EZ. **\$ 41,525.**

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see instructions)

REVENUES	1	Contributions, gifts, grants, and similar amounts received	1	19,380.
	2	Program service revenue including government fees and contracts	2	275.
	3	Membership dues and assessments	3	
	4	Investment income	4	7,486.
	5a	Gross amount from sale of assets other than inventory	5a	
	5b	Less: cost or other basis and sales expenses	5b	
	5c	Gain or (loss) from sale of assets other than inventory (line 5a less line 5b) (attach schedule)	5c	
	6	Special events and activities (attach schedule)	6	SEE STATEMENT 1
	6a	Gross revenue (not including \$ _____ of contributions reported on line 1)	6a	14,572.
	6b	Less: direct expenses other than fundraising expenses	6b	12,425.
6c	Net income or (loss) from special events and activities (line 6a less line 6b)	6c	2,147.	
7a	Gross sales of inventory, less returns and allowances	7a		
7b	Less: cost of goods sold	7b		
7c	Gross profit or (loss) from sales of inventory (line 7a less line 7b)	7c		
8	Other revenue (describe <u>SEE STATEMENT 2</u>)	8	-188.	
9	Total revenue (add lines 1, 2, 3, 4, 5c, 6c, 7c, and 8)	9	29,100.	
EXPENSES	10	Grants and similar amounts paid (attach schedule)	10	
	11	Benefits paid to or for members	11	
	12	Salaries, other compensation, and employee benefits	12	
	13	Professional fees and other payments to independent contractors	13	140.
	14	Occupancy, rent, utilities, and maintenance	14	
	15	Printing, publications, postage, and shipping	15	2,624.
	16	Other expenses (describe <u>SEE STATEMENT 3</u>)	16	33,405.
17	Total expenses (add lines 10 through 16)	17	36,169.	
18	Excess or (deficit) for the year (line 9 less line 17)	18	-7,069.	
ASSETS	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	106,049.
	20	Other changes in net assets or fund balances (attach explanation)	20	
	21	Net assets or fund balances at end of year (combine lines 19 through 20)	21	98,980.

Part II Balance Sheets - If total assets on line 25, column (B) are \$250,000 or more, file Form 990 instead of Form 990-EZ.

		(A) Beginning of year	(B) End of year
22	Cash, savings, and investments	33,685.	29,926.
23	Land and buildings		
24	Other assets (describe <u>SEE STATEMENT 4</u>)	72,364.	69,053.
25	Total assets	106,049.	98,979.
26	Total liabilities (describe <u>SEE STATEMENT 4</u>)	0.	0.
27	Net assets or fund balances (line 27 of column (B) must agree with line 21)	106,049.	98,980.

Part III Statement of Program Service Accomplishments (See instructions)

What is the organization's primary exempt purpose? **SUPPORT PLACENTIA PUBLIC LIBRARY**
 Describe what was achieved in carrying out the organization's exempt purposes. In a clear and concise manner, describe the services provided, the number of persons benefited, or other relevant information for each program line.

		Expenses (Required for 501(c)(3) and (4) organizations and 4947(a)(1) trusts, optional for others.)	
28	PROVIDE SUPPORT TO LIBRARY FOR BOOKS, PERIODICALS, AND VARIOUS SERVICES	(Grants \$)	28a 23,803.
29		(Grants \$)	29a
30		(Grants \$)	30a
31	Other program services (attach schedule)	(Grants \$)	31a
32	Total program service expenses (add lines 28a through 31a)		32 23,803.

Part IV List of Officers, Directors, Trustees, and Key Employees (List each one even if not compensated. See instructions.)

(A) Name and address	(B) Title and average hours per week devoted to position	(C) Compensation (if not paid, enter -0-)	(D) Contributions to employee benefit plans and deferred compensation	(E) Expense account and other allowances

Part V Other information (Note the attachment requirement in the instructions)

33 Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity. **SEE STATEMENT 5** Yes No **X**

34 Were any changes made to the organizing or governing documents but not reported to the IRS? If "Yes," attach a certified copy of the changes. **X**

35 If the organization had income from business activities, such as those reported on lines 2, 6, and 7 (among others), but not reported on Form 990-T, attach a statement explaining your reason for not reporting the income on Form 990-T. **X**

a Did the organization have unrelated business gross income of \$1,000 or more or 6992(a) notice reporting and proxy for requirements? **N/A**

b If "Yes," has it filed a tax return on Form 990-T for this year? **X**

36 Was there a liquidation, dissolution, termination, or substantial contraction during the year? (If "Yes," attach a statement.) **0.**

37a Enter amount of political expenditures, direct or indirect, as described in the instructions. **37a 0.**

b Did the organization file Form 1120-POL for this year? **X**

38a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still unpaid at the start of the period covered by this return? **X**

b If "Yes," attach the schedule specified in the line 38 instructions and enter the amount involved. **38b N/A**

39 501(c)(7) organizations. Enter: a initiation fees and capital contributions included on line 9 **39a N/A**
 b Gross receipts, included on line 9, for public use of club facilities **39b N/A**

40a 501(c)(3) organizations. Enter: Amount of tax imposed on the organization during the year under:
 Section 4911 **0.**; Section 4912 **0.**; Section 4955 **0.**

b 501(c)(3) and (4) organizations. Did the organization engage in any Section 4958 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," attach an explanation. **0.**

c Amount of tax imposed on organization managers or disqualified persons during the year under 4912, 4955, and 4958. **0.**

d Enter: Amount of tax on line 40c, above, reimbursed by the organization **0.**

41 List the states with which a copy of this return is filed: **CALIFORNIA**

42 The books are in care of: **ELIZABETH MINTER** Telephone no: **714-528-1925**
411 E. CHAPMAN AVE., PLACENTIA, CA ZIP + 4: **92870**

43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here: **N/A**
 and enter the amount of tax-exempt interest received or accrued during the tax year: **43 N/A**

Please Sign Here

Signature of Officer: **MERRIALYCE MCHENRY, CPA** Date: **SEP 19 2002** Type of Print Name and Title: **CPA**

Paid Preparer's Use Only

Preparer's Signature: **MUNSON, CRONICK & ASSOC., LLP** Date: **SEP 19 2002** Check if self-employed: Preparer's EIN or PTIN (from General Regulation 301.6109-1): **P00077590**

Firm's name for joint filers: **MUNSON, CRONICK & ASSOC., LLP** EIN: **33-0611128**
 Address: **2501 E. CHAPMAN, #220** Phone no: **(714) 449-9909**
FULLERTON, CA 92631-3132

BAA TEEA3812L 05/16/01 Form 990-EZ (2001)

CLIENT'S COPY

Schedule A
(Form 990 or 990-EZ)

Organization Exempt Under
Section 501(c)(3)

OMB No. 1545-0047

(Except Private Foundation) and Section 501(a), 501(n), 501(k), 501(n), or Section 4947(a)(1).
Nonexempt Charitable Trust Supplementary Information - (See separate instructions.)
Supplementary Information - (see separate instructions.)

2001

Department of the Treasury,
Internal Revenue Service

Must be completed by the above organizations and attached to their Form 990 or 990-EZ.

Name of the Organization

Employer Identification Number

PLACENTIA LIBRARY FOUNDATION

73-0635140

Part III Compensation of the Five Highest Paid Employees Other Than Officers, Directors, and Trustees
(See instructions. List each one. If there are none, enter None.)

(a) Name and address of each employee paid more than \$50,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to an approved benefit plan or deferred compensation	(e) Expense account and other allowances
NONE				
Total number of other employees paid over \$50,000				

Part IV Compensation of the Five Highest Paid Independent Contractors for Professional Services
(See instructions. List each one (whether individuals or firms) if there are none, enter None.)

(a) Name and address of each independent contractor paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		

Total number of others receiving over \$50,000 for professional services

Part III Statements About Activities (See instructions.)

	Yes	No
1 During the year, has the organization attempted to influence national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum? If "Yes," enter the total expenses paid or incurred in connection with the lobbying activities. \$ N/A (Must equal amounts on line 38, Part VI-A, or line i of Part VI-B.) Organizations that made an election under section 501(h) by filing Form 5768 must complete Part VI-A. Other organizations checking "Yes," must complete Part VI-B and attach a statement giving a detailed description of the lobbying activities.		X
2 During the year, has the organization, either directly or indirectly, engaged in any of the following acts with any substantial contributors, trustees, directors, officers, creators, key employees, or members of their families, or with any taxable organization with which any such person is affiliated as an officer, director, trustee, majority owner, or principal beneficiary? (If the answer to any question is "Yes," attach a detailed statement explaining the transactions.)		
a Sale, exchange, or leasing of property?		X
b Lending of money or other extension of credit?		X
c Furnishing of goods, services, or facilities?		X
d Payment of compensation (or payment or reimbursement of expenses if more than \$1,000)?		X
e Transfer of any part of its income or assets?		X
3 Does the organization make grants for scholarships, fellowships, student loans, etc? (See Note below.)		X
4 Do you have a section 403(b) annuity plan for your employees?		X

Note: Attach a statement to explain how the organization determines that individuals or organizations receiving grants or loans from it in furtherance of its charitable programs "qualify" to receive payments.

Part IV Reason for Non-Private Foundation Status (See instructions.)

- The organization is not a private foundation because it is (please check only **One** applicable box):
- 5 A church, convention of churches, or association of churches. Section 170(b)(1)(A)(i).
 - 6 A school. Section 170(b)(1)(A)(ii). (Also complete Part V.)
 - 7 A hospital or a cooperative hospital service organization. Section 170(b)(1)(A)(iii).
 - 8 A federal, state, or local government or governmental unit. Section 170(b)(1)(A)(v).
 - 9 A medical research organization operated in conjunction with a hospital. Section 170(b)(1)(A)(iv). Enter the hospital's name, city, and state.
 - 10 An organization operated for the benefit of a college or university owned or operated by a governmental unit. Section 170(b)(1)(A)(vi). (Also complete the **Support Schedule** in Part IV-A.)
 - 11a An organization that normally receives a substantial part of its support from a governmental unit or from the general public. Section 170(b)(1)(A)(vii). (Also complete the **Support Schedule** in Part IV-A.)
 - 11b A community trust. Section 170(b)(1)(A)(viii). (Also complete the **Support Schedule** in Part IV-A.)
 - 12 An organization that normally receives (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its charitable, etc. functions — subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Also complete the **Support Schedule** in Part IV-A.)
 - 13 An organization that is not controlled by any disqualified persons (other than foundation managers) and supports organizations described in: (1) lines 5 through 12 above, or (2) section 501(c)(4), (5), or (6), if they meet the test of section 509(a)(2). (See section 509(a)(3).)

Provide the following information about the supported organizations. (See instructions.)

(a) Name(s) of supported organization(s)	(b) Line number from above

Private School Questionnaire (See instructions.)
(To be completed only by schools that checked the box on line 6 in Part IV)

		N/A	
		Yes	No
29	Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?		
30	Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogs, and other written communications with the public dealing with student admissions, programs, and scholarships?		
31	Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain. (If you need more space, attach a separate statement.)		
32a	Does the organization maintain the following: a. Records indicating the racial composition of the student body, faculty, and administrative staff?		
32b	b. Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?		
32c	c. Copies of all catalogs, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?		
32d	d. Copies of all material used by the organization or on its behalf to solicit contributions? If you answered "No" to any of the above, please explain. (If you need more space, attach a separate statement.)		
33a	Does the organization discriminate by race in any way with respect to: a. Students' rights or privileges?		
33b	b. Admissions policies?		
33c	c. Employment of faculty or administrative staff?		
33d	d. Scholarships or other financial assistance?		
33e	e. Educational policies?		
33f	f. Use of facilities?		
33g	g. Athletic programs?		
33h	h. Other extracurricular activities? If you answered "Yes" to any of the above, please explain. (If you need more space, attach a separate statement.)		
34a	Does the organization receive any financial aid or assistance from a governmental agency?		
34b	b. Has the organization's right to such aid ever been revoked or suspended? If you answered "Yes" to either 34a or b, please explain in an attached statement.		
35	Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 307, preventing racial nondiscrimination? If "No," attach an explanation.		

Part VI-A Lobbying Expenditures by Electing Public Charities (See instructions.)
(To be completed Only by an eligible organization that filed Form 5768)

N/A

Check a if the organization belongs to an affiliated group. Check b if you checked 'a' and 'limited control' provisions apply

Limits on Lobbying Expenditures

(The term 'expenditures' means amounts paid or incurred.)

	(a) Affiliated group totals	(b) To be completed for all electing organizations
36 Total lobbying expenditures to influence public opinion (grassroots lobbying)	36	
37 Total lobbying expenditures to influence a legislative body (direct lobbying)	37	
38 Total lobbying expenditures (add lines 36 and 37)	38	
39 Other exempt purpose expenditures	39	
40 Total exempt purpose expenditures (add lines 38 and 39)	40	
41 Lobbying nontaxable amount. Enter the amount from the following table - If the amount on line 40 is - The lobbying nontaxable amount is -		
Not over \$500,000 20% of the amount on line 40		
Over \$500,000 but not over \$1,000,000 \$100,000 plus 15% of the excess over \$500,000		
Over \$1,000,000 but not over \$1,500,000 \$175,000 plus 10% of the excess over \$1,000,000	41	
Over \$1,500,000 but not over \$17,000,000 \$225,000 plus 5% of the excess over \$1,500,000		
Over \$17,000,000 \$1,000,000		
42 Grassroots nontaxable amount (enter 25% of line 41)	42	
43 Subtract line 42 from line 36. Enter -0- if line 42 is more than line 36	43	
44 Subtract line 41 from line 38. Enter -0- if line 41 is more than line 38	44	
Caution: If there is an amount on either line 43 or line 44, you must file Form 4720.		

4-Year Averaging Period Under Section 501(h)

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below.
See the instructions for lines 45 through 50.)

Calendar year (or fiscal year beginning in)	Lobbying Expenditures During 4-Year Averaging Period				
	(a) 2001	(b) 2000	(c) 1999	(d) 1998	(e) Total
45 Lobbying nontaxable amount					
46 Lobbying ceiling amount (150% of line 45(e))					
47 Total lobbying expenditures					
48 Grassroots non-taxable amount					
49 Grassroots ceiling amount (150% of line 48(e))					
50 Grassroots lobbying expenditures					

Part VI-B Lobbying Activity by Nonelecting Public Charities

(For reporting only by organizations that did not complete Part VI-A) (See instructions.)

N/A

During the year, did the organization attempt to influence national, state or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:

- a Volunteers
- b Paid staff or management (include compensation in expenses reported on lines c through h.)
- c Media advertisements
- d Mailings to members, legislators, or the public
- e Publications, or published or broadcast statements
- f Grants to other organizations for lobbying purposes
- g Direct contact with legislators, their staffs, government officials, or a legislative body
- h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any other means
- i Total lobbying expenditures (add lines c through h.)

Yes	No	Amount

If 'Yes' to any of the above, also attach a statement giving a detailed description of the lobbying activities.

*Application to the Mighty Ducks Care
from the Placentia Library Foundation*

Expenses	
Salaries and Fees	\$74,000
Fringe Benefits	11,026
Consultants	3,000
Printing/Publications	6,000
Media Costs	12,500
Telephone	250
Supplies	22,611
Postage	3,500
Indirect Costs	5,920
Mileage	1,000
Total Expenses	\$139,807
Revenue	
Grant request from Angels Care	25,000
Other Foundations	75,000
Public Agencies	20,000
Corporations	15,000
Individuals	4,300
Operating Income Contributed by Applicant	507
Total Income	\$139,807

*Application to the Mighty Ducks Care
from the Placentia Library Foundation*

Job Description

Staff Responsibilities: ELLI Coordinator

The ELLI Coordinator is responsible for all aspects of the ELLI Program including: establishing partnerships with all of the community organizations involved in the project; meeting with the appropriate staff at each school to determine when, where and how tutors would work with the students; recruiting, assisting with training, scheduling and supervising tutors; developing and implementing activities for students; providing tutoring for a certain percentage of the students; conducting all outreach to publicize the program; and preparing all reports and correspondence related to the ELLI Program. The ELLI Coordinator also represents the Literacy Coordinator in their absence. (See attached resume for Ann-Margaret Webb.)

Ann Margaret Webb
903 East 1st Street, Apt. 11
Long Beach, California 90802
H (562) 495-3156
C (310) 753-7105

Education

University of North Carolina, Wilmington, North Carolina, M.A. 1997
Area of concentration: American ethnic history; Honors: Phi Alpha Theta

University of North Carolina, Wilmington, North Carolina, B.A. in American History, 1987

Fashion Institute of Technology, State University of New York, New York City, A.A. 1985

Work Experience in the Field of Education

Rand

Santa Monica, California, July 2000-April 2001

Field Interviewer, Survey Research Group. Interviewed families in diverse neighborhoods throughout Los Angeles County on topics including education, employment and neighborhoods. Administered the Woodcock-Johnson educational assessments to children and parents. Was responsible for extensive record keeping, both computerized and hardcopy.

April 2001-present

Monitor, Survey Research Group. Responsible for ongoing feedback and training of all interviewers, as well as assisting with the training and testing of new interviewers. Responsible for the supervision of the telephone survey center and all projects and interviewers whenever needed. Prepare reports and spreadsheets related to projects for coordinators and supervisors; assist supervisors and coordinators in Washington, D.C. offices and in the Santa Monica office when necessary.

Japanese American National Museum

Los Angeles, California, September 1998-August 1999

Docent/Education Coordinator. Developed and implemented a training program for the Museum's docent program; supervised and scheduled docents; assisted education specialist with high school internship program and other educational programs; worked with K-12th grade students during visits to the museum; represented the museum at educational fairs and events; assisted education unit with short and long term planning and developed educational components for exhibits and special events.

Center for African American History and Culture, Smithsonian Institution

Washington, D.C., October 1996-July 1997

Developed educational aids for grade school teachers. Conducted research on a volunteer basis for an exhibit of jazz musician Milt Hinton's photographs. Prepared information for press releases

University of North Carolina

Wilmington, North Carolina, January 1994-May 1996

Teaching assistant in undergraduate American, European, and Asian history classes. Prepared and gave lectures to students; graded all assignments, tutored students individually and in group sessions.

Work Experience in the Fields of Research and Writing

National Museum of American History, Smithsonian Institution

Washington, D.C. October 1997-May 1998

Conducted research on a volunteer basis for the associate director, Lonnie Bunch. Research included use of the Virginia State Archives, the Virginia Law Library, and the collections of Howard University. Additional research involved reviewing secondary sources for a proposed multicultural textbook.

National Building Museum

Washington, D.C., May-August 1997

Research assistant. Responsible for a local and nationwide artifact search for an exhibit on American tourism. Researched collections and archives at various museums, libraries, businesses, trade and recreational associations and nonprofit institutions.

National Museum of American History, Smithsonian Institution

Washington, D.C., May-August 1996

Internship with Fath Davis Ruffins, curator in the museum's Archives Center. Surveyed collections at the Folklife Center as well as the Archives Center for ethnic images. Surveyed ephemera collections and selected images for the Ethnic Imagery Project. Updated bibliography for project. Conducted additional research for a journal article by Ms. Ruffins.

Research assistant to Dr. M. Shaffer, Professor at the University of North Carolina

Washington, D.C., June-August 1996

Conducted research at a variety of archives for a book on tourism and the National Parks.

Cape Fear Museum

Wilmington, North Carolina, August-September 1995

Internship. Catalogued museum's toy collection. Ensured collection was properly stored and labeled. Made recommendations for deaccessioning and conservation of artifacts. Utilized Re*discovery system for data entry of artifacts.

Additional Experience

Throughout my college and post-graduate years, I financed my education and living expenses through various full-time and part-time positions, including long-term sales and supervisory positions, positions in art galleries, and a position in an optic fiber production facility.

I have experience with IBM and Mackintosh computers and Microsoft software, as well as experience with software used by museums and non-profit organizations.

*Application to the Mighty Ducks Care
from the Placentia Library Foundation*

Board List

The Foundation is managed by a Board of Directors that consists of two members of the Placentia Library District Board of Trustees, one member of the Friends of Placentia Library Board of Directors, and seven members appointed to two-year terms by the Foundation Board of Directors. The Placentia Library District was established in 1919 by area voters and the Orange County Board of Supervisors.

Gaeten Wood, President
Retired

M.A. McHenry, CPA, Secretary
Business Owner

Geoff Braun, Treasurer
Computer Consultant

William Dooley
Strategic Planning Consultant

Michael Ebenhock, CFM
Stockbroker

Jim Fenstermaker
Medical Management

Jean Lasley, CLU
College Professor

Kathy Paddock
Retired

Eleanor Rankin
Chamber of Commerce

Elizabeth D. Minter, MLS, Ex Officio

*Application to the Mighty Ducks Care
from the Placentia Library Foundation*

Five Largest Grants

<u>Starbucks Coffee</u>	<u>10,000</u>
Total:	\$10,000

California State Library
English Language and Literacy Intensive (ELLI) Program
FINAL REPORT: Part 1
2001/2002 FY

Submit in three (3) copies postmarked by Friday, August 9, 2002, to Attn: Valerie Reinke, Library Development Services, California State Library, P.O. Box 942837, Sacramento, CA 94237-0001, for mail. (Express delivery: 900 N Street, Suite 500, Sacramento, CA 95814). FAX is not acceptable. INFORMATION: Tel. (909) 786-0455 or (916) 651-6980.

1. Library name: Placentia Library District
2. Program name: Placentia Literacy Expanded English Services (PLEES)
2. Contact person: Ann-Margaret Webb Phone: (714) 524-8408 ext. 213
 FAX: (714) 528-8236 E-mail: awebb@placentialibrary.org
3. District: Assembly 72 State Senate 33
4. Population: # of non-duplicated eligible ELLI children served 219*

of non-duplicated ELLI parents/guardians served 59

Describe your target population:

The target population for the Placentia Library Literacy Services' ELLI Program is kindergarten through 6th grade students who attend Ruby Drive, Rio Vista and John Tynes Elementary schools and their families. In particular the ELLI Program focuses on those children who are emerging English learners or who come from homes where English is spoken as a second language or not at all. Many of these children come from low income families with low literacy rates and limited formal education. The PLLS also focuses on reaching the parents of children attending the Placentia Child Development Center, a Head Start facility. These parents also have children attending the elementary schools in the ELLI Program, and represent an underserved population with limited English skills.

5. Primary Language of ELLI Children:

<i>Primary Language</i>	# of Children
Spanish	121
Vietnamese	0
Hmong	2
Other: English	91
Other: <u>Korean, Farsi, Hindi, Sinhalese,</u> <u>Punjabi</u>	5 (1 each)
TOTAL *	219

The number of ELLI children served in # 4. should match the primary language total in # 6.

6. **Program Overview.** Give a brief overview of your ELLI program. Please include a bullet point for each of these items: recruitment techniques, specific activities, the instructional model and curriculum used, scheduling details (sites and frequency of meetings), and staff responsibilities.
 - **Recruitment.** Once the ELLI Coordinator met with the administration at each school and established the partnership, students were selected by the administration and teachers at each school. Principals decided which group of students needed help the most (for example 1st graders, students in kindergarten extended day programs, emerging English learners). We then either worked with the entire group, or asked teachers to select specific students within the group who were behind or having the most difficulties. The exception to this was at John Tynes Elementary, where in addition to the students identified by the principal and teachers as needing help, ELLI staff chose to also work with children whose parent were attending CBET classes, as we knew they were a group at risk for problems speaking, reading and writing in English. The ELLI staff also obtained a list from the Placentia Child Development Center (Head Start) of students from their program who were attending each school. This list was submitted to each school's administration and ELLI staff indicated this was an at risk group of students who should be included in the program if possible. Working with the Director of the Placentia Child Development Center, the PLLS recruited parents for an ESL class that was taught at the nearby Whitten Community Center. In collaboration with CBET instructors, ELLI staff met with parents and recruited them for tutoring, library events, classes and workshops.
 - **Specific Activities.** ELLI tutors worked in existing programs and classrooms at all three schools. Activities varied at each school, depending upon when and where we were tutoring the students. At Rio Vista, all tutoring took place in the classroom, once or twice a week. Tutors were under the direction of individual teachers in each classroom. Each tutor at Rio Vista focused on bringing up the reading level of the students and utilized classroom materials and curriculum provided by the teacher. At John Tynes, tutors also worked in the classroom every week with students and used the materials and curriculum preferred by the teachers. Tutors who helped children whose parents were attending CBET classes at John Tynes read with students, using books from the Placentia Library and the school library, and assisted each child with his or her language arts homework. At Ruby Drive, tutors worked with the teachers of a kindergarten extended day program (KED). Activities included games that focused on learning the alphabet, shapes and colors in English; art activities that also involved spelling simple words; and singing with song books. Tutors also assisted students in writing workshops, read to them and listened to the students' first attempts to read. Tutors provided homework assistance in language arts and other subjects in an after school program called Project Casa at Ruby Drive. For the children whose parents were in CBET classes at Ruby Drive, tutors were able to provide homework assistance as well as a variety of fun, literacy based activities. These activities included word games, spelling bees, journal writing, story rounds, poetry reading, making scrapbooks and photography/essay projects. A limited number of students were also signed up by their parents to receive tutoring in the library. For the adult family members of these students, the ELLI Program provided books, language tapes and other educational materials. The ELLI Coordinator hosted the parents at the Library for a special tour, and visited the classroom to sign up

parents and children for different Library events. Adult family members of the ELLI students also signed up for one-to-one tutoring at the Library, and attended ESL classes.

- Instructional model and curriculum used. Tutors used materials students were using in class: textbooks, homework assignments and works of fiction available in each school. Tutors also used books from the Library, educational games from the PLLS and literacy based art activities developed by the ELLI Coordinator. Tutors worked one-to-one and in small groups with students. For adult students, ELLI tutors used the Challenger or Laubach series of workbooks as well as the Oxford Picture Dictionary.
- Scheduling details. Tutors met with students between once a week to four times a week, depending on the student, from the beginning of January through the beginning of June. Tutors met with students at the three elementary schools in the program and the Whitten Center. Students in the KED were rotated; 40 students participated from January through February and 40 more participated from March through the beginning of June. Student attendance fluctuated in the CBET Programs and in Project Casa. New students joined the program throughout the year, others attended Monday-Thursday and some came off and on throughout the school year.
- Staff Responsibilities. The ELLI Coordinator was responsible for all aspects of the PLLS's ELLI Program including: establishing partnerships with all of the community organizations involved in the project; meeting with the appropriate staff at each school to determine when, where and how tutors would work with the students; recruiting, assisting with training, scheduling and supervising tutors; developing and implementing activities for students; providing tutoring for a certain percentage of the students; conducting all outreach to publicize the program; and preparing all reports and correspondence related to the ELLI Program. The Literacy Coordinator/Public Services Manager was responsible for supervising the ELLI Coordinator, training tutors for the program and assisting with outreach activities. The Families for Literacy Coordinator provided 10 hours a week of tutoring at John Tynes Elementary School. There were six FWS students whose wages were paid entirely through the America Reads Program who were responsible for tutoring students. Two interns from Cal State Fullerton also tutored in the ELLI Program.

8. Program Goals. What goals did you set for yourself in your initial grant proposal and have you reached those goals?

The PLLS's overall goal was to increase literacy services to an underserved population in the community. Specifically, the PLLS wanted to provide tutors for 150-200 K-6th grade students at three elementary schools: Ruby Drive, Rio Vista and John Tynes. In addition to this goal the PLLS wanted to provide literacy and library services for family members of these children, and renovate its existing literacy area. All of these goals were achieved. Tutors were provided for over 200 K-6th grade students at these three schools. The parents of ELLI students were hosted at the Library, provided with books and educational materials, offered an ESL class and tutors at the Library. The literacy area was completely renovated, including the purchase of three new computers, a color printer, whiteboards and new tables and chairs, enabling the PLLS to implement the additional services offered to the ELLI families.

9. Outcomes Measures. Detail the results or outcomes that demonstrate how your ELLI program has had a positive impact on families and learning. Include results from any parent or teacher surveys, attendance and retention data, and any anecdotes that reflect increased English language literacy skills and improved self-esteem among your participants.

Since the ELLI Coordinator and ELLI tutors worked side by side with the teachers on a weekly basis in the schools, they had the opportunity to receive verbal feedback from the teachers regarding students' progress. In addition to verbal feedback, teachers were asked to fill out end of year surveys. The feedback was overwhelmingly positive. All of the teachers felt the ELLI tutors helped their students improve their ability to read, write and speak English. Specifically, teachers felt having ELLI tutors provided the extra "nudge" students needed to begin reading or become more proficient readers. Scores on spelling and grammar tests went up and reading comprehension improved. End of year testing of the KED students revealed significant improvements. Homework grades for 3rd-5th graders also improved after they began working with tutors. Teachers also felt that the ELLI tutors ability to work one to one with students benefited not only the neediest students but the entire class. Having tutors to focus on those students in need of extra help allowed teachers to work with the rest of the class. Students looked forward to the special time spent with their tutors, most of whom were college students. Many students began articulating plans for college after being mentored and encouraged by their tutors.

10. Successes. Describe those elements of your program that you feel have been most successful. What are the key factors that have contributed to their success?

Through the ELLI Program the library has been able to reach out to a previously underserved, diverse and bilingual community. The ELLI Program has established the Library's commitment to provide literacy and other library services to this community. This was accomplished through the strong partnerships formed with individual teachers at Ruby Drive; the principal of Ruby Drive; the Director of the Placentia Child Development Center; and with individual students and their families. This commitment has led to increased use of the library by this community as well as strong and enthusiastic participation in the ELLI Program. In particular, the ELLI Program's involvement in the KED program at Ruby Drive was successful. This KED Program primarily served children who were emerging English learners. Tutors were directed by the KED Program's two teachers, both of whom felt the tutors were instrumental in helping these children acquire the English skills they needed. Working with the children of CBET adult students was another strong component of the ELLI Program. These children were essentially being babysat while their parents took CBET classes until ELLI tutors started working with them. These children received homework assistance and help with reading; participated in literacy based arts and craft activities and bonded with their tutors.

11. Challenges. Describe the most difficult challenges your program has faced so far and what actions you have initiated to overcome them. Have these actions proved successful?

The biggest challenge faced was parental and family involvement in the ELLI Program. The majority of parents worked and had limited time, lacked transportation that would get them to the Library and needed childcare while they were at the Library. As often as possible, ELLI staff went offsite to accommodate the parents. Instead of having parents come to the Library to sign up for reading programs and events, the ELLI Coordinator went to the CBET classes. Materials from the PLLS Literacy Library were donated to the CBET classes so they could be used there. Parents were provided with library card applications ahead of time, and the Library opened early to accommodate

a tour and the processing of their applications. After repeated visits from the ELLI Coordinator, family members began signing up for one to one tutoring at the Library. By the end of the school year, families that had obtained library cards earlier began coming to the Library on Sundays. An ESL class was offered offsite at a community center near where many of the parents lived. Through a partnership with the Placentia Child Development Center babysitting was also provided. These steps took care of the problems of transportation and child care. Parent and family involvement in the ELLI Program continued to fluctuate due to changing work schedules and long hours at work. One additional challenge was staffing. Originally the ELLI Program was to be staffed primarily by volunteer teen tutors from the Rotary Reading Assistance Program (RRAP). However, upon meeting with each school administration it became apparent that tutors would be needed primarily during school hours, not after school. As a result of this, the ELLI Program utilized a much smaller group of Federal Work Study students in place of the high school RRAP tutors. The ELLI Coordinator also established an internship program with Cal State Fullerton, and accepted volunteers on a rotating, short term basis rather than the usual six month commitment required by the PLLS. The ELLI Coordinator also spent a considerable portion of her time working with the children as well. The combination of these efforts enabled the ELLI Coordinator to not only meet but exceed the original goal of serving between 150-200 students.

12. Changes. What changes (if any) have you made to your initial grant proposal and what necessitated those changes?

As stated before, fewer RRAP tutors were used, and there was more small group tutoring and less one-to-one tutoring due to a lack of tutors.

13. Community Partners. List any schools, agencies, or organizations that acted as community partners for your ELLI program and indicate with an "X" how they have assisted you. (If you have more than six community partners please copy this page.)

Partner Contributions	Ruby Drive Elementary School	Rio Vista Elementary School	John Tynes Elementary School
Supplemental funding			
Use of facilities	X	X	X
Staffing or volunteers			
Learning materials	X	X	X
Consultation or overall guidance	X		
Test scores for participating students	X		X
Referred students to program	X	X	X
Referred parents/families to program	X		
Other (please specify)			