

MEETING OF THE BOARD OF DIRECTORS OF THE
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Jointly with the
PLANNING & OPERATIONS COMMITTEE
June 1, 2020, 8:30 a.m.

Due to the spread of COVID-19 and as authorized by the Governor's Executive Order, MWDOC will be holding all upcoming Board and Committee meetings by Zoom Webinar and will be available by either computer or telephone audio as follows:

Computer Audio: You can join the Zoom meeting by clicking on the following link:
<https://zoom.us/j/8828665300>

Telephone Audio: (669) 900 9128 fees may apply
(877) 853 5247 Toll-free
Webinar ID: 882 866 5300#

P&O Committee:

Director McVicker, Chair
Director Dick
Director Yoo Schneider

Staff: R. Hunter, K. Seckel, J. Berg,
H. De La Torre, K. Davanaugh,
V. Osborn

Ex Officio Member: Director Tamaribuchi

MWDOC Committee meetings are noticed and held as joint meetings of the Committee and the entire Board of Directors and all members of the Board of Directors may attend and participate in the discussion. Each Committee has designated Committee members, and other members of the Board are designated alternate committee members. If less than a quorum of the full Board is in attendance, the Board meeting will be adjourned for lack of a quorum and the meeting will proceed as a meeting of the Committee with those Committee members and alternate members in attendance acting as the Committee.

PUBLIC COMMENTS - Public comments on agenda items and items under the jurisdiction of the Committee should be made at this time.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED - Determine there is a need to take immediate action on item(s) and that the need for action came to the attention of the District subsequent to the posting of the Agenda. (Requires a unanimous vote of the Committee)

ITEMS DISTRIBUTED TO THE BOARD LESS THAN 72 HOURS PRIOR TO MEETING -- Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection in the lobby of the District's business office located at 18700 Ward Street, Fountain Valley, California 92708, during regular business hours. When practical, these public records will also be made available on the District's Internet Web site, accessible at <http://www.mwdoc.com>.

ACTION ITEMS

1. LANDSCAPE DESIGN AND MAINTENANCE ASSISTANCE PROGRAMS
2. AERIAL IMAGERY ACQUISITION AND ANALYSIS

3. OPERATIONAL AREA AGREEMENT
4. APPROVAL OF AMP CAPACITY FLOW WAIVERS FOR YLWD AND EOCWD DUE TO PFAS IMPACTS TO WELLS

DISCUSSION ITEMS

5. UPDATE ON COVID-19 RELATED ITEMS (ORAL REPORT)

INFORMATION ITEMS (The following items are for informational purposes only – background information is included in the packet. Discussion is not necessary unless a Director requests.)

6. SOLE SOURCE PROCUREMENT WITH OC REGISTER
7. STATUS REPORTS
 - a. Ongoing MWDOC Reliability and Engineering/Planning Projects
 - b. WEROC
 - c. Water Use Efficiency Projects
8. REVIEW OF ISSUES RELATED TO CONSTRUCTION PROGRAMS, WATER USE EFFICIENCY, FACILITY AND EQUIPMENT MAINTENANCE, WATER STORAGE, WATER QUALITY, CONJUNCTIVE USE PROGRAMS, EDUCATION, DISTRICT FACILITIES, and MEMBER-AGENCY RELATIONS

Adjourn Planning & Operations Committee meeting

BOARD ACTION ITEM (The MWDOC Board will convene as a full Board and may take action as a Board on the following item):

9. ADOPT RESOLUTION ACCEPTING AND CONFIRMING RESIGNATION OF DIRECTOR BRETT R. BARBRE FROM THE MET BOARD

Recommendation: Adopt a Resolution accepting and confirming Director Barbre's resignation from the MET Board (effective May 26, 2020) and thanking him for his service on the MET Board.

ADJOURNMENT

NOTE: At the discretion of the Committee, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated, and may be subject to action by the Committee. On those items designated for Board action, the Committee reviews the items and makes a recommendation for final action to the full Board of Directors; final action will be taken by the Board of Directors. Agendas for Committee and Board meetings may be obtained from the District Secretary. Members of the public are advised that the Board consideration process includes consideration of each agenda item by one or more Committees indicated on the Board Action Sheet. Attendance at Committee meetings and the Board meeting considering an item consequently is advised.

Accommodations for the Disabled. Any person may make a request for a disability-related

modification or accommodation needed for that person to be able to participate in the public meeting by telephoning Maribeth Goldsby, District Secretary, at (714) 963-3058, or writing to Municipal Water District of Orange County at P.O. Box 20895, Fountain Valley, CA 92728. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that District staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the District to provide the requested accommodation.



ACTION ITEM

June 17, 2020

TO: Board of Directors

FROM: **Planning & Operations Committee**
(Directors McVicker, Dick & Yoo Schneider)

Robert Hunter
General Manager

Staff Contact: J. Berg, Director of WUE

SUBJECT: Landscape Design and Maintenance Assistance Programs

STAFF RECOMMENDATION

Staff requests the Board authorize the General Manager to increase funding for the Landscape Design and Landscape Maintenance Assistance Programs, using a combination of grant awards and contributions from Metropolitan, in an amount not to exceed \$420,000, through June 30, 2023.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

On June 19, 2019, the Municipal Water District of Orange County (MWDOC) Board of Directors approved reinstatement of the Landscape Design Assistance Program and the addition of a landscape maintenance component, now known as the Landscape Maintenance Assistance Program. Landscape design is one of the biggest barriers for homeowners to overcome when participating in MWDOC's Turf Removal Rebate Program. Our intention is to break down these barriers and help ensure aesthetically appealing landscapes that will be adopted/emulated by others. The Landscape Design and Landscape Maintenance Assistance Programs provide participants with customized landscape designs and maintenance plans to achieve maximum water savings and maintain aesthetically appealing landscapes over time. The Programs are a growing part of our Turf Removal Rebate Program and saw month over month increases in participation since beginning in August 2019.

Budgeted (Y/N): Y	Budgeted amount: \$420,000	Core __	Choice _X_
Action item amount: \$420,000		Line item: Fund No.	
Fiscal Impact (explain if unbudgeted): The proposed design and maintenance assistance will be funded through the Metropolitan Water District Member Agency Administered Program and through grant funds via Proposition 1 DWR.			

Landscape water use accounts for approximately 50 percent of total water use in Orange County, and the water savings potential is relatively untapped. In 2004, the Municipal Water District of Orange County began offering a variety of landscape rebates, starting with Smart Irrigation Timers to promote irrigation scheduling efficiency. This water savings opportunity, pioneered in Orange County, has resulted in quantifiable and reliable savings over time. Since then, we have expanded the opportunities to include low-volume sprinkler nozzles (2007), turf grass removal (2010), spray-to-drip conversions (2014), education, landscape design assistance pilot program (2017), the OC Water Smart Gardens website (2019), and regulations such as landscape ordinances. These efforts focus on both residential and commercial landscapes. Ultimately, we are seeking to establish a transformation of urban landscapes that will better match the water needs to our local climate and available water resources. That said, we are NOT advocating for the complete removal of turf grass; rather, we are advocating for functional turf areas that provide for recreation and other beneficial uses.

DETAILED REPORT

The Landscape Design and Landscape Maintenance Assistance Programs (Programs) provide one-on-one landscape design and maintenance plan assistance to residential property owners. The one-on-one design assistance includes consultation with the homeowner, a planting plan, an irrigation design plan, and a product materials list. The maintenance consultation includes a consultation with the property owner, an irrigation water budget, and a personalized maintenance guide for the existing plant materials for each landscape.

Working with a landscape designer, participants in the Programs select plants they like from a designated list of plants that are well adapted to Orange County's climate. MWDOC's OC Water Smart Gardens website (www.ocwatersmartgardens.com) can help guide participants during this plant selection process. Plant selection is a critical component of the program and is designed to create ownership in developing and maintaining the participant's landscape. Landscape design packages are also developed, where appropriate, to meet the architectural requirements of Homeowner Associations to streamline the HOA approval process.

The Programs are a valuable addition to our Turf Removal Program. Since the relaunch of the Landscape Design and the addition of the Landscape Maintenance component in August 2019, approximately 150 participants have signed up for these programs, with just over 100 receiving their design/maintenance packages, with the remaining 50 still in progress.

A Request for Proposals (RFP) process was conducted in March/April 2019, through which three landscape firms were selected to provide designs and/or maintenance proposals for the Programs: EcoTech Service, Inc., The Plant Nerd, Inc., and TerraWorks Studio. The Board authorized the General Manager to enter into professional services agreements with those three landscape firms, as well as any other firms (to be determined) that demonstrate they are qualified to do the work and agree to a competitive fee structure. The average cost for a design package and onsite consultation is \$1,150, while the average cost for a maintenance package and onsite consultation is \$712. Should other firms be contracted with, staff will inform the Board via the monthly Water Use Efficiency Projects Status report contained in the Planning and Operations Committee packet.

In FY 2019-20, Metropolitan approved \$160,000 for these Programs through the Metropolitan-Funded, Member Agency-Administered funding allocated to MWDOC. Staff will be submitting a new request to Metropolitan for the Programs for FYs 2020-22 in the amount of \$165,000. MWDOC has also secured grant funding from Proposition 1 DWR Grants and has allocated \$255,000 for the continuation of these Programs. Table 1 below describes that funding.

Table 1
LDAP/LMAP Funding Sources

Source of Funds	Amount	Start Date	End Date
Metropolitan FY20/22	\$165,000.00	7/1/2020	6/30/2022
Prop 1 DWR South	\$138,000.00	1/1/2021	12/31/2024
Prop 1 DWR North	\$117,000.00	1/1/2021	12/31/2024
Total	\$420,000.00		

Staff requests the Board authorize the General Manager to increase funding for the Landscape Design and Landscape Maintenance Assistance Programs, using a combination of grant awards and contributions from Metropolitan, in an amount not to exceed \$420,000, through June 30, 2023.

BOARD OPTIONS

Option #1: Staff recommends the Board of Directors authorize the General Manager to increase funding for the Landscape Design and Landscape Maintenance Assistance Programs, using a combination of grant awards and contributions from Metropolitan, in an amount not to exceed \$420,000 through June 30, 2022.

Fiscal Impact: None, staff is proposing to use pass-through funding from Metropolitan and grant awards.

Business Analysis: Landscape design is one of the biggest barriers for homeowners to overcome when participating in MWDOC's Turf Removal Rebate Program. The Landscape Design and Landscape Maintenance Assistance Programs break down these barriers and help ensure aesthetically appealing landscapes that will be adopted/emulated by others. Participants receive customized landscape designs and maintenance plans to achieve maximum water savings and maintain aesthetically appealing landscapes over time.

Option #2: No Action.

Fiscal Impact: None to MWDOC.

Business Analysis: Keeps in place a barrier to participation in the Turf Removal Rebate Program.

STAFF RECOMMENDATION

Option #1



ACTION ITEM

June 1, 2020

TO: Board of Directors

FROM: **Planning & Operations Committee**
(Directors Yoo Schneider, Dick, McVicker)

Robert Hunter, General Manager Staff Contact: J. Berg, Director of WUE

SUBJECT: Aerial Imagery Acquisition and Analysis

STAFF RECOMMENDATION

Staff recommends the Board of Directors authorize the General Manager to enter into Participation Agreements not to exceed \$100,000 in total with:

1. Southern California Association of Governments (SCAG)/Orange County Council of Governments (OCCOG) to purchase high-resolution aerial imagery of Orange County (\$50,000).
2. Santa Ana Watershed Authority (SAWPA) for landscape area data analysis and measurement of irrigated area and development of water budgets by parcel (\$50,000).

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

The proposed acquisition and analysis of high-resolution aerial imagery will be used to assist MWDOC member agencies in complying with SB606 and AB1668 (Conservation Framework) by providing parcel-level irrigated/irrigable landscape area measurements and landscape water budgets. Quality imagery is an integral data point needed for legislative compliance, but is also costly to obtain. Through the participation model created by the Orange County Data Acquisition Partnership (OCDAP), MWDOC has the opportunity to purchase high-resolution aerial imagery at a cost-shared price. This data will be analyzed through the proposed partnership with the Santa Ana Watershed Project Authority

Budgeted (Y/N): Y	Budgeted amount: \$100,000.00	Core <u>X</u>	Choice <u> </u>
Action item amount: \$100,000.00		Line item: 35-7040	
Fiscal Impact (explain if unbudgeted): Funding is included in the FY20/21 budget			

(SAWPA) to provide landscape area measurements, along with a Support Tool, to all retail water agencies in Orange County.

DETAILED REPORT

In 2018, the California State Legislature enacted two policy bills, Senate Bill (SB) 606 and Assembly Bill (AB) 1668, to establish a new foundation for long-term improvements in water conservation and drought planning through a water-budget based approach. These bills are commonly referred to as the Conservation Framework.

The Conservation Framework requires each Urban Water Supplier to calculate and report their Urban Water Use Objective by November 1, 2023, and to stay within their calculated annual water budget.

The Urban Water Use Objective is an estimate of aggregate efficient water use based on:

- Indoor Residential Use (population x gpcd standard)
- Outdoor Residential Use (based on measurements of irrigated/irrigable area and local weather data)
- Outdoor Use with dedicated irrigation meters (based on measurements of irrigated/irrigable area and local weather data)
- Distribution System Water Losses
- Approved Variances, and
- Potable Reuse Bonus

Department of Water Resources (DWR) will provide residential outdoor landscape measurements; however, Urban Water Suppliers are responsible for measuring landscape that is irrigated/irrigable by dedicated irrigation meters in order to calculate their Water Use Objective. MWDOC plans to assist agencies with their compliance with the Framework by providing irrigated/irrigable landscape area measurements by parcel for all parcels in Orange County, where needed. The intended approach includes the acquisition and analysis of high-resolution aerial imagery.

Orange County Data Acquisition Partnership

An integral piece of data needed to accurately and efficiently discern and measure irrigated/irrigable landscapes is high-resolution aerial imagery. In recognition of the high-costs associated with obtaining this imagery, the Southern California Association of Governments (SCAG) launched an effort in February 2019 to unify Orange County public agencies in the creation of a cost and resource sharing consortium. This group, which came to be named Orange County Data Acquisition Partnership (OCDAP) and whose current members are listed in Table 1 below, collaborated on data specifications and selected a vendor based on a request for proposals released by SCAG. Those agencies participating in the Working Group have chosen to collaborate on decisions on behalf of OCDAP; those participating as a purchaser are joining the partnership to purchase data. The OCDAP model also allows for prospective agencies to join the partnership at a later date to broaden future expense-sharing among participants.

The aerial imagery selected to be purchased will be flown by Pictometry (formally Eagle Aerial) and is 3-inch resolution, 4 band (red, green, blue, and near infrared) true natural color digital orthophoto/ortho-rectified data covering, which is best suited for landscape area

measurement and differentiating between irrigated/irrigable and non-irrigable vegetated spaces.

Table 1. OCDAP Agencies and Participation Type

Agency	Participation Type
Center for Demographic Research (CDR)	Working Group
City of Anaheim	Purchaser
City of Brea	Purchaser
City of Costa Mesa	Purchaser
City of Fountain Valley	Purchaser
City of Garden Grove	Purchaser
City of Irvine	Purchaser
City of Laguna Hills	Purchaser
City of Laguna Beach	Purchaser
City of Mission Viejo	Purchaser
City of Newport Beach	Purchaser
City of San Clemente	Purchaser
City of San Juan Capistrano	Purchaser
City of Santa Ana	Purchaser
City of Tustin	Purchaser
City of Yorba Linda	Working Group; Purchaser
Municipal Water District of Orange County (MWDOC)	Working Group; Purchaser
Orange County Council of Governments (OCCOG)	Billing Manager; Working Group; Purchaser
Orange County Fire Authority (OCFA)	Working Group; Purchaser
Orange County Water District (OCWD)	Working Group; Purchaser
Santa Ana Watershed Project Authority (SAWPA)	Working Group
Southern California Association of Governments (SCAG)	Agreement with Vendor; Working Group; Purchaser

On June 4, 2020, SCAG Regional Council is expected to authorize the execution of an agreement between SCAG and Pictometry to purchase this imagery, with anticipated fly dates between mid-June to late-July. Purchasing agencies will enter into Participation Agreements with SCAG and Orange County Council of Governments (OCCOG), who has taken the responsibility of billing management. Depending on the process for individual agencies, Participation Agreements will be signed throughout June and July. MWDOC's legal team has undergone a thorough review of these documents, which meet their satisfaction.

Purchasing high-resolution imagery through OCDAP decreases MWDOC's potential costs by as much as 87%. The total cost of the imagery is \$383,603; through OCDAP cost-sharing MWDOC's purchasing price is \$50,000.

Data Analysis for Area Measurements

The high-resolution imagery purchased through OCDAP will be analyzed to provide landscape area measurements and water budgets by parcel across Orange County. To complete this effort, the Santa Ana Watershed Project Authority (SAWPA) is working with the U.S. Bureau of Reclamation (USBR) on the project entitled Santa Ana River Watershed-Wide Water Budget Decision Support Tool Pilot (Support Tool), an online retail water

agency-facing platform that allows for easy visualization and quantification of water budgets and landscaped area by parcel for the entire watershed. MWDOC intends to partner with SAWPA to provide this analysis for both North and South Orange County.

The Support Tool will create water budgets based on efficiency at the customer and retail water agency scale and will be implemented by analyzing the imagery with processing software to create area measurements of irrigated/irrigable landscape consistent with the definitions and classifications to be used by DWR. These measurements will be assigned to their corresponding parcels, which will receive individual water budgets. This information will be available to retail water agencies through the Support Tool and will provide vital information needed to comply with the Conservation Framework.

SAWPA estimates their analysis will begin by the first quarter of CY2021, and budget calculations and quality control will wrap up by the last quarter of CY2021. The Support Tool development and maintenance is expected to start by the third quarter of CY2021 and be completed by the end of the second quarter of CY2022.

There are numerous funders supporting this project, significantly increasing the cost-effectiveness of obtaining such a robust analysis. Funding partners include:

- Eastern Municipal Water District
- Inland Empire Utility Agency
- Municipal Water District of Orange County
- Orange County Water District
- San Bernardino Valley Municipal Water District
- Santa Ana Watershed Project Authority
- Western Municipal Water District
- US Bureau of Reclamation

The total project cost of the Support Tool is \$1,465,000; MWDOC's cost share would be \$50,000 for North and South Orange County.

Timeline

A complete timeline estimating the entirety of the project is outlined in Table 2 below.

Table 2. Estimated Complete Project Timeline

Step	Component	Date
SCAG Regional Council expected to authorize entering into an agreement with Pictometry (the vendor selected to provide aerial data)	Data Acquisition	June 4, 2020
OCDAP purchasing agencies enter into Participation Agreements with SCAG/OCCOG	Data Acquisition	June–July
Pictometry flies to capture the aerial imagery	Data Acquisition	Late June–July
Purchasing agencies invoiced by OCCOG	Data Acquisition	FY2021
Imagery available to purchasing agencies	Data Acquisition	End of CY2020
MWDOC and SAWPA sign agreement for data analysis	Data Analysis	FY20/21
SAWPA's imagery data analysis, budget calculation, quality control	Data Analysis	CY2021
SAWPA's Support Tool development and maintenance	Data Analysis	Mid-2021–Mid-2022
Agencies required to calculate, report, and be within their Urban Water Use Objective	Framework Compliance	November 1, 2023

Funding

Funding for this project is budgeted in the FY20/21 Budget. Table 3 outlines MWDOC's contributions to each project.

Table 3. Complete Project Costs

Component	Cost
OC DAP Aerial Imagery Acquisition	\$50,000
SAWPA Landscape Area Measurements	\$50,000
Total:	\$100,000

BOARD OPTIONS

Option #1

Staff recommends the Board of Directors authorize the General Manager to enter into Participation Agreements not to exceed \$100,000.00 in total with:

1. Southern California Association of Governments (SCAG)/ Orange County Council of Governments (OCCOG) to purchase high-resolution aerial imagery of Orange County (\$50,000)
2. Santa Ana Watershed Authority (SAWPA) for landscape data analysis and measurements and budgets by parcel (\$50,000)

Fiscal Impact: The proposed imagery acquisition and analysis will be funded through budgeted funds approved in the FY20/21 Budget.

Business Analysis: The proposed project allows staff to assist MWDOC retailers in complying with Conservation Framework legislation.

Option #2

No Action

Fiscal Impact: Economies of scale would not be realized and member agencies would be required to obtain area measurements, vegetation classifications, and water budget information independently.

Business Analysis: N/A

STAFF RECOMMENDATION

Option # 1



ACTION ITEM

June 17, 2020

TO: Board of Directors

FROM: **Planning & Operations Committee**
(Directors McVicker, Yoo Schneider, Dick)

Robert Hunter, General Manager

Staff Contact: Vicki Osborn

SUBJECT: OPERATIONAL AREA AGREEMENT

STAFF RECOMMENDATION

Staff recommends the Board of Directors:

1. Approve the 2020 Orange County Operational Area Agreement with the County of Orange and Political Subdivisions.
2. Authorize the General Manager to execute the 2020 Orange County Operational Area Agreement with the County of Orange and Political Subdivisions by completing and submitting the signature page. (Attachment D)

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

The Orange County (OC) Operational Area (OA) Agreement formally creates and organizes the OC OA as required by the Standardized Emergency Management System (SEMS), Title 19 California Code of Regulations Section 2409, et seq. The OC OA was created and the OC OA Agreement approved by the OC Board of Supervisors (Board) on November 17, 1995. The OC OA Agreement, which was developed through a collaborative process with all affected organizations and jurisdictions, has guided how OC jurisdictions coordinate emergency planning and response activities.

The OA is overseen by an Executive Board with representatives from each emergency response discipline. The OA Executive Board meets on a quarterly basis, and is responsible for the development, establishment and implementation of the policies of the OA. In 2017, the OA Executive Board identified the need to update the OA Agreement to better reflect current best practices and update outdated information. To accomplish this

Budgeted (Y/N): N	Budgeted amount: N/A	Core __	Choice __
Action item amount:	Line item:		
Fiscal Impact (explain if unbudgeted):			

task, the Sheriff-Coroner Department (Sheriff), Emergency Management Division, which serves as staff to the OA Executive Board, formed a collaborative, multi-jurisdictional OA Agreement Revision Working Group to complete a comprehensive review and revision of the document. WEROC was a member of this collaborative working group.

The new OC OA Agreement draft developed by the OC OA Agreement Revision Working Group has structural and content changes from the original 1995 document. Agreement sections are reorganized to make the document easier to understand and reference, and the document is reformatted to more closely align with the Emergency Management Division's plan document style guide. A complete crosswalk of structural changes is available on request from WEROC.

The major content changes are outlined below:

New OA Executive Board Members

Five new OA Executive Board seats are added to the body to more diversely represent the jurisdictions of the OA. The new seats are designated for:

- The County Executive Officer
- The OC Social Services Agency Director
- **The OA Water/Wastewater Mutual Aid Coordinator**
- A representative selected jointly from the OC Community College Districts
- The OC Transportation Authority Chief Executive Officer

OC Emergency Management Organization (OCOMO) Update

Since the 1995 OC OA Agreement was approved, OCEMO has transitioned to a simpler model than was outlined in the original document. Several changes are made in the new OC OA Agreement draft to reflect the current operational practices of OCEMO and ensure alignment with the new OCEMO bylaws approved in 2018. Another change is the removal of the OCEMO Representative Board, which has not been in use for a decade or more.

The new draft also provides clarity on the nature of the administrative support provided to OCEMO by the County of Orange.

OA Coordinator Staffing

The 1995 OC OA Agreement specifically outlined which agencies are responsible for staffing the Operational Area Coordinator (OAC) position. At the time of approval, this staffing arrangement aligned with the staffing of the Director of Emergency Services (DES) position and was meant to outline additional responsibilities for the DES during an OA-wide incident. Since approval, the County Ordinance that defines staffing for the DES role was updated by Board Resolution #01-212 on July 17, 2001 created a conflict with the original OAC staffing arrangement. To rectify this conflict and to prevent similar issues in the future, the language in the updated draft is streamlined to reference the County Ordinance and Resolution rather than separately defining OAC staffing.

OA Finance

The New OC OA Agreement includes a significant reworking of language related to OA finances: grant funding and administration. Relevant language once contained in Addendum Two (See Addendums section below) is now incorporated in the main body of the OC OA Agreement. Language referencing specific grant programs is replaced with broader language that reflects the shifting nature of grant funding and the challenges of

grant administration. The new language also addresses lessons learned related to the financial aspects of mutual aid and disaster recovery.

Addendums

The 1995 OC OA Agreement has three addendums that addressed various issues brought forth during the development of the original document. Addendum One clarifies roles and responsibilities for the OA, the OA Executive Board and the OAC. Addendum Two includes documents related to the administration of the Emergency Management Assistance Program grant that no longer exists. Relevant portions of these two addendums are incorporated into the main body of the new OC OA Agreement draft as appropriate. Addendum Three is the OA Mutual Aid Plan. This critical document will become an attachment to the Unified County of Orange and OC OA Emergency Operations Plan. This will put the Mutual Aid Plan on a more defined schedule of review and revision.

Naming and Terminology Changes

Several name changes are introduced in the New OC OA Agreement draft to clarify the differences between the various bodies and positions created by the document.

On March 24, 2020, the revised OC OA Agreement was adopted by the County Board of Supervisors. The new OC OA Agreement will become effective six months after the document is approved by the County of Orange and one other OA jurisdiction. As of the time of this report, one other jurisdiction did approve this agreement therefore the implementation date will be September 26, 2020.

Attachments:

- Attachment A – 2020 OA Agreement (Approved by County BOS March 24, 2020)
- Attachment B – 1995 Orange County Operational Area Agreement
- Attachment C – California Code of Regulations Section 2409
- Attachment D – MWDOC Signature Page for 2020 OA Agreement

Orange County Operational Area Agreement



of the County of Orange
and Political Subdivisions
January 2020

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Orange County Operational Area Agreement

I. Recitals

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

THIS AGREEMENT is entered into this _____ day of _____, 20__, which date is enumerated for purpose of reference only, by and between the County of Orange, hereinafter referred to as County, and all other Political Subdivisions within Orange County, as defined in Government Code Section 8557 (b) of the California Emergency Services Act, hereinafter referred to as Subdivisions, collectively hereafter referred to as the Parties.

WITNESSETH:

WHEREAS, it is the intent of the Parties hereto to coordinate prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused, or war-caused disasters, hereinafter referred to as emergencies, as required by the California Emergency Services Act and the Standardized Emergency Management System (SEMS) Regulations, Title 19 California Code of Regulations Sections 2400 et seq.; and

WHEREAS, the purpose of an Operational Area, as defined in Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 and 2409, is to manage and coordinate information, resources, and priorities among the local governments within the geographic area of the County, and to serve as the coordination and communication link between the local government level and the regional level of the State; and to use multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities; and

WHEREAS, this Agreement is intended to provide for the continued management of the Operational Area; cooperative and mutual handling of duties and responsibilities of the Operational Area Lead Agency; coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons within the Operational Area; and the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency; and

WHEREAS, in accordance with the requirements of California laws and regulations the County previously adopted Orange County Codified Ordinances, section 3-1-5 and Resolutions 81-1104 and 95-870 and intends to adopt an updated resolution for this Agreement to support emergency management planning and coordination of all political subdivisions within the Orange County geographic area as required by State law; and

WHEREAS, Orange County Board of Supervisors Resolution 05-144 adopted the National Incident Management System (NIMS) for the Orange County Operational Area which sets many of the same objectives as the Standardized Emergency Management System;

NOW THEREFORE, the Parties hereto agree as follows:

Orange County Operational Area Agreement

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Orange County Operational Area Agreement

Section One. Operational Area Establishment**1.1 Operational Area Established**

The entire geographic area of Orange County constitutes an Operational Area (OA) for the purposes of coordinating the prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused or war caused disasters, hereinafter referred to as emergencies. All local governments should cooperate in organizing an effective OA, but the OA authority and responsibility is not affected by the non-participation of any local government. The County of Orange shall be the Operational Area Lead Agency as specified in Title 19 California Code of Regulations Section 2409(d).

1.2 Local Authority

In the event of an actual or threatened emergency, each jurisdiction shall retain the authority provided for by law respecting its jurisdiction. No body created by this Agreement can bind Parties to legal or financial obligations.

Orange County Operational Area Agreement

Section Two. Operational Area Council, Executive Board and Subcommittees**2.1 Operational Area Signatory Council**

All political subdivisions within the geographic area of Orange County, California are organized into the OA, regardless of signatory status.¹ The OA Signatory Council, hereinafter referred to as the Council, is hereby created to include the signature Parties to this Agreement. The Parties acknowledge that the Council is not a separate legal entity and that it is not their intention to form a joint powers authority.

2.1.1 Membership

By approval and execution of this Agreement, all Subdivisions in the County of Orange, including cities, school districts, community college districts, special districts, joint powers authorities, and the County, are members of the Council. Each signature party shall designate annually in writing to the Orange County Sheriff's Department Emergency Management Division, hereinafter referred to as county emergency management, one primary and one alternate representative of its governing body to serve on the Council.

2.1.2 Responsibilities

It is not the intent of this Agreement that there be regular meetings of the Council. In routine matters and day-to-day decision-making, the OA Executive Board (as described in Section 2.2) will represent the interests of the OA. However, the Council shall have authority over the major policy issues of the OA, as determined by the Executive Board, including adoption of any amendments to this Agreement or adoption of any fees to support OA coordination activities. Council members will receive information regarding major OA policy issues from the Executive Board, when necessary, for consideration at their respective governing body meetings. Furthermore, whenever a majority of the Council determine that an issue should be brought before the Council, it shall be done irrespective of whether the Executive Board has identified it as a major policy issue.

2.1.3 Representatives Meeting

The representatives of the Council may meet as necessary as determined by the Executive Board or as requested by a majority of the members of the Council. Should it be necessary for the Council to meet, each member of the Council shall be entitled to one vote. The representatives present shall, by majority vote, select a Chair Pro Tem for that meeting from among the representatives present. A majority of all Council member representatives shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution, or order and to take any other action deemed appropriate to further the

¹ Title 19 California Code of Regulations Section 2409

Orange County Operational Area Agreement

objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. All meetings will be noticed and conducted in accordance with the Brown Act.

2.2 Operational Area Executive Board

2.2.1 Membership

The Council shall have an OA Executive Board, hereinafter referred to as the Executive Board, consisting of sixteen voting members. The Executive Board includes representatives from the County Board of Supervisors, public safety agencies and Mutual Aid Coordinators, key County departments, and OA jurisdictions. Individuals will only serve as a voting member in one role for any single meeting and for purposes of determining quorum.

Executive Board Members

1. The Chair of the Orange County Board of Supervisors
2. The County Executive Officer
3. The OA Law Enforcement Mutual Aid Coordinator, the Orange County Sheriff
4. The OA Fire & Rescue Mutual Aid Coordinator, as selected by the Orange County Fire Chiefs Association
5. The OA Public Works Mutual Aid Coordinator, the Orange County Public Works Director
6. The OA Health Care Mutual Aid Coordinator, the Orange County Health Care Agency Director
7. The OA Water/Wastewater Mutual Aid Coordinator
8. The Orange County Social Services Agency Director
9. A representative selected jointly from the Orange County City Managers Association
10. A representative from the Orange County Chiefs of Police and Sheriff's Association
11. A representative from the Orange County Fire Chiefs Association
12. A representative from the Orange County City Engineers and Public Works Directors Association
13. A representative from Independent Special Districts of Orange County
14. The Orange County Superintendent of Schools, representing Orange County K-12 School Districts
15. A representative selected jointly from Orange County Community College Districts
16. The Orange County Transportation Authority Chief Executive Officer

Terms, Alternates and Voting

Executive Board members subject to being "selected," which are enumerated above as numbers 4, 9-13 and 15, shall be appointed by their respective agency, jurisdiction or organizations annually and shall serve at the discretion of their organization for one year. Each jurisdiction, agency or organization shall also designate three alternate representatives. Individuals appointed to the Executive Board can be the same or different than those identified in Section 2.1.1 as a

Orange County Operational Area Agreement

member jurisdiction's Council primary or alternate representative. In no circumstances shall one individual occupy more than one Executive Board position or count as more than one member for purposes of determining quorum.

Each Executive Board member, or alternate in the absence of the voting member for whom he/she is the designated alternate, shall be entitled to one vote. A majority of the Executive Board (9 members) shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to achieve the objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. The OA Executive Board is a Brown Act meeting and is noticed and conducted as such.

Operational Area Executive Board Chair and Vice-Chair

The Chair and Vice Chair shall be elected annually by the Executive Board. In the absence of both the Chair and the Vice Chair, the members of the Executive Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

Meetings

The Executive Board shall meet quarterly or as designated by the Executive Board Chair.

2.2.2 Responsibilities

The Executive Board shall have oversight of the actions of the OA Manager (as described in Section 4.2) in the daily operations and administration of the OA. The Executive Board's oversight authority shall include directing the development, establishment, and implementation of the policies of the OA, and keeping the Council informed of its actions. The Executive Board shall determine which major policy issues of the OA require Council approval and shall seek such approval.

Policy and Operational Area Emergency Operations Plan

The Executive Board will establish OA policy, review and approve the OA Emergency Operations Plan (EOP) and Annexes, and maintain these documents as required by SEMS and NIMS.

Mutual Aid Plans and Agreements

The Executive Board shall review proposals of emergency mutual aid plans and agreements and make recommendations on endorsement of such proposals to governing boards of Subdivisions.

Laws, Rules, Legislation and Regulation

The Executive Board shall review and may recommend for action or adoption by Subdivisions, emergency and mutual aid plans, agreements, ordinances, resolutions, and any rules and regulations necessary to implement such plans and agreements. The Executive Board may also

Orange County Operational Area Agreement

study, review, and make recommendations on State and Federal legislation and policy as appropriate, and on matters referred to the Executive Board in writing by Council members.

Operational Area Executive Board Emergency Advisory Capacity

The Executive Board may be convened by the Chair or the OA Coordinator, as described in Section 4.1, to review a potential or actual emergency situation and make and receive appropriate recommendations from the OA Coordinator and Council members to facilitate a coordinated OA response.

2.2.3 Subcommittees and Working Groups

The Executive Board may establish standing and ad hoc subcommittees and working groups to complete its work and to ensure communication and coordination between all interested persons or groups. Subcommittees and working groups shall elect a Chairperson and provide appropriate staff support from their participants. The OA Manager shall provide coordination between these subcommittees and the Executive Board only.

2.3 Orange County Emergency Management Organization

There is hereby established a standing subcommittee to the Executive Board, the Orange County Emergency Management Organization, hereinafter referred to as OCEMO. OCEMO is a collaboration and coordination body tasked with developing the plans, procedures, and associated documents necessary for a robust Operational Area emergency management program. The County and all Subdivisions shall be expected to participate in OCEMO, to the maximum extent possible, with the understanding that the cooperative maintenance of the OA EOP, policies and procedures, training and exercises is necessary to ensure that the OA EOP, policies, procedures, training and exercises meet the emergency needs of the Subdivisions, County, and OA.

2.3.1 Membership

The entire OCEMO body ("Members at Large") consists of three groups of representatives involved in some capacity of an emergency management function, as defined below and in the OCEMO Bylaws.

Signatory Members

Staff members with primary emergency management responsibilities from signatory agencies to this agreement are considered Signatory Members. Each signatory jurisdiction shall identify a primary and secondary representative who shall have the right to vote on behalf of the jurisdiction. To ensure compliance with the Brown Act, no more than eight OCEMO members who are also voting members of the OA Executive Board shall be present at any OCEMO meeting.

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Collaborative Members

Representatives of other government, non-profit, or private agencies that are not signatories to this agreement and are not currently represented by a Signatory or Collaborative Member, but are considered to have a significant role in OA planning, response and recovery processes are considered Collaborative Members. Collaborative members must be approved by Signatory Members and have limited voting rights as outlined in the OCEDO Bylaws.

Associate Members

Other representatives of organizations interested in participating in OCEDO activities, and who may provide input into the OA EOP, annexes, and supporting Standard Operating Procedures (SOPs) are considered Associate Members. Associate members have no voting rights.

2.3.2 Responsibilities

As a subcommittee to the Executive Board, the responsibilities of OCEDO are to meet the following objectives as they relate to disaster and emergency prevention, preparedness, response, recovery and mitigation within the OA:

Operational Area Plans, Annexes, and Standard Operating Procedures

- Participate in revisions and updates of the OA EOP and associated Annexes and SOPs developed and maintained by county emergency management staff as described in Section 3.2. Once completed, plans and the associated Annexes reviewed by OCEDO shall be forwarded to the OA Executive Board for approval.

Training and Exercises

- Coordinate training and exercises for the OA, to include after action discussions, lessons learned and professional development.

Public Education and Outreach

- Coordinate the development of public education and whole community emergency preparedness programs.

Legislation

- Review and report on legislation impacting emergency plans and programs, and propose concepts for new legislation for consideration by the Executive Board.

Other

- Other duties as assigned by the Executive Board.

2.3.3 OCEDO Leadership

The OCEDO Leadership shall consist of the OCEDO Chairperson, First Vice Chairperson and Second Vice Chairperson, elected in accord with the OCEDO Bylaws, the OA Manager and the

Orange County Operational Area Agreement

immediate past Chairperson. Any Signatory or Collaborative Member shall be eligible to serve as a candidate for OCEMO Chairperson, First Vice Chairperson, and Second Vice Chairperson as outlined in the OCEMO Bylaws.

2.3.4 Organization and Procedures

OCEMO will maintain and approve Bylaws. The Bylaws will define, at a minimum, OCEMO purpose, membership, leadership duties, elections, voting procedures, official meeting frequency, and the process for amending the Bylaws. The Bylaws shall in all instances be consistent with this Agreement.

OCEMO will review the Bylaws, as needed. Any amendments to the Bylaws will be approved by OCEMO Signatory Members, as detailed in the OCEMO Bylaws.

If OCEMO identifies the need for additional Subcommittees or working groups, OCEMO members participating in that subcommittee or working group shall provide staff support.

2.3.5 Administrative Support

The County shall provide administrative support to OCEMO as follows:

- Attend all OCEMO and OCEMO Leadership meetings
- Maintain a contact list of the primary and alternate representatives of each OCEMO member
- Organize and manage OCEMO Leadership elections and votes on other issues
- Notify members of their appointment to office or subcommittees
- Create and distribute OCEMO meeting agendas
- Take and transmit OCEMO meeting minutes
- Maintain official OCEMO records, including agendas and minutes, in compliance with County record retention policies.

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Section Three. Responsibilities**3.1 Operational Area Jurisdiction Responsibilities**

Subdivisions of the OA have the responsibilities as set forth below:

Participation

Actively participate as a member jurisdiction in the Council, Executive Board (if designated), and subcommittees such as OCEMO.

Cooperation

Promote cooperation among all Subdivisions in order to improve the overall OA emergency management program.

Emergency Management Program

Develop an emergency management program to provide for the needs of the Subdivision, which shall be complementary to and compatible and coordinated with the needs of the OA in the event of an emergency.

Emergency Plan and Organization

Develop and maintain an EOP and organization to provide for the emergency needs of the Subdivision according to SEMS Regulations and NIMS, and coordinate with and, where able, support other Subdivisions, the County, and the OA Emergency Operations Center (EOC).

Procedures

Develop Subdivision procedures that outline the steps necessary to satisfy responsibilities as a member jurisdiction of the OA.

Training and Exercises

Maintain a thorough knowledge of the Parties' and OA's EOPs and ensure that the supporting services and key personnel are properly trained and organized to meet all of their responsibilities in the event of an emergency. Conduct regular exercises and participate in regional exercises, when offered.

Emergency Assistance

Parties shall offer assistance to other jurisdictions and secondary and relief support to the OA within the limits of capabilities and according to applicable mutual aid agreements. Parties should participate in mutual aid agreements wherever possible.

Resource Lists

Maintain current resource listings of staff, facilities, equipment and supplies available in the jurisdiction for use in the event of an emergency.

Orange County Operational Area Agreement

Critical Points of Contact

Identify 24-hour or other critical points-of-contact for the Subdivision that may be used by the OA EOC during emergency operations. If the points-of-contact are individuals, identify a primary and at least three alternates for each. Inform county emergency management staff when critical points-of-contact change or are updated.

Disaster Recovery and Financial Reimbursement

Subdivisions have ultimate responsibility for their own recovery program and will work directly with FEMA and Cal OES throughout the cost recovery process. Each Subdivision is individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

3.2 County-Specific Responsibilities

The County acts as the OA Lead Agency. The OA Lead Agency has the following responsibilities to the OA in addition to those responsibilities specified under Section 3.1 of this Agreement:

24-Hour Contact Point

The County will serve as the 24-hour contact point for the OA and act as lead in activating the OA EOC, hereinafter referred to as OA EOC.

Operational Area Emergency Operations Center

The County EOC and Alternate EOC (as designated) shall serve as the OA EOC. The OA EOC shall exist as a dedicated essential facility and be capable of serving as the central point for:

- coordinating information and resources with OA subdivisions
- coordinating all levels of government as a component of Orange County's Multiagency Coordination System (MACS)
- coordinating with other OAs
- reporting information to and coordinating with the California Office of Emergency Services (Cal OES) Southern Region EOC

County emergency management staff shall be responsible for ensuring the OA EOC is maintained in a state of constant readiness, in accord with the FEMA Emergency Operations Center Assessment Checklist and ASTM E2668 – Standard Guide for Emergency Operations Center Development, or subsequent standards if revised.

Initial EOC Activation Staffing

The County shall provide initial OA EOC activation staff. Subdivisions with available resources may provide secondary and relief OA EOC staffing.

Orange County Operational Area Agreement

Disaster Recovery and Financial Reimbursement

The County shall be responsible for coordinating the formal recovery process through Cal OES and FEMA and will assist with:

- Coordinating initial OA disaster recovery
- Scheduling damage assessment site visits
- Other duties as outlined in the Recovery Annex to the OA EOP

Operational Area Emergency Operations Plan and Annexes

County emergency management staff shall be responsible for coordinating with the Orange County Emergency Management Organization to maintain and revise the OA EOP, annexes and SOPs as directed by the Executive Board.

Operational Area Executive Board Support

County emergency management staff shall provide support to the Executive Board for agendas and minutes for meetings and coordinating follow-up only.

Subcommittee and Working Group Support

County emergency management staff shall provide support to Executive Board subcommittees and working groups.

Orange County Operational Area Agreement

Section Four. Operational Area Coordinator and Operational Area Manager**4.1 Operational Area Coordinator**

By this Agreement, the Council creates and recognizes the position of an OA Coordinator, hereinafter referred to as the Coordinator. During an emergency the OA Coordinator position will be filled by the Orange County Director of Emergency Services, as specified by Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

4.1.1 Powers and Duties

The Coordinator shall direct and coordinate the OA during times of emergency. In addition to his/her responsibilities as Director of Emergency Services, the Coordinator shall have the additional duties and powers, as described below and in the OA EOP:

Direction and Coordination

Serve as key decision-maker in the OA EOC, providing direction and coordination necessary to accomplish the purposes of this Agreement and responsibilities of the OA Lead as specified in Title 19 California Code of Regulations Section 2409(e).

Operational Area Representative

Represent the OA in all dealings with the public or private agencies on matters pertaining to emergencies as defined in Section 3-1-2 of the Orange County Code of Ordinances.

4.2 Operational Area Manager

By this Agreement, the Council creates and recognizes the position of an OA Manager. The OA Manager shall be the County Emergency Manager as specified in Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

4.2.1 Powers and Duties

The OA Manager shall have the following powers and duties:

Administration of Operational Area Agreement

On a day-to-day basis, ensure County-specific responsibilities detailed in Section 3.2 are met.

Staff to the Operational Area Executive Board

Serve as staff to the Executive Board, maintain close liaison with the Executive Board, and coordinate all activities of assigned OA staff with the Executive Board.

Orange County Operational Area Agreement

Daily Coordination and Assistance

Direct the daily coordination and cooperation between the county emergency management staff, Subdivisions, and Executive Board Subcommittees, including OCEMO. Resolve questions of authority and responsibility that may arise between them, and work closely with and assist the Executive Board, as required.

Notification of Emergency Operations Center Activation

Notify the Board of Supervisors, the Executive Board, and OCEMO of an OA EOC activation as soon as practical, and keep the Executive Board and Board of Supervisors informed on all aspects of a current emergency situation as soon as information becomes available.

OCEMO Support

Serve on OCEMO Leadership. Provide support to OCEMO for agendas, minutes and administrative support only. Staff support to OCEMO subcommittees shall be provided by OCEMO members.

Budget and Staffing

Develop an annual operating budget and staffing recommendations, and monitor the expenditures at the direction of the Executive Board.

After Action Reports

Coordinate with OCEMO for the development of after action reports for the Executive Board following activations of the OA EOC.

Resource Coordination

Act as the coordination point between Subdivisions and the Cal OES on a day-to-day basis for Emergency Management Mutual Aid (EMMA) resource requests, in accordance with the State of California Emergency Management Mutual Aid Plan. The OA Manager may also coordinate other OA mutual aid requests, as appropriate.

Orange County Operational Area Agreement

Section Five. Operational Area Response Systems**5.1 Operational Area Emergency Operations Plan**

Under the direction of the Executive Board, county emergency management staff shall be responsible for maintaining the OA EOP, which shall provide for the effective mobilization of all OA resources, both public and private, to meet any condition constituting an emergency; and shall provide for the organization, powers and duties, and staff of the OA emergency response organization. This responsibility is inclusive of the EOP and any associated Annexes and SOPs.

5.1.1 Compliance

The OA Emergency Operations Plan shall comply with applicable local, state and federal planning criteria, including NIMS and SEMS.

5.1.2 Functional Assignments

The OA EOP shall include the functions assigned to the mutual aid organizations, County agencies/departments and Subdivisions. It shall be the responsibility of agency/department heads and Subdivisions to appoint staff who shall report to the OA EOC and carry out the assigned duties as appropriate.

5.1.3 Approval

Updates and revisions to the OA EOP and annexes will be effective on approval by the Executive Board. SOPs and other support documents may be updated on an ongoing basis by county emergency management staff as long as changes are consistent with approved plans and annexes.

5.2 Operational Area Emergency Operations Center**5.2.1 Location**

The primary and dedicated County EOC located at 2644 Santiago Canyon Rd., Silverado, California, or alternate as designated, shall serve as the OA EOC. Communication connection to the OA EOC shall be the responsibility of each Subdivision and Mutual Aid Coordinator or their representative.

5.2.2 Required Activation

Activation of the OA EOC is required under the conditions defined by SEMS, Title 19 California Code of Regulations Section 2409(f), the Orange County OA EOP and associated Annexes.

5.2.3 Staff for the Operational Area Emergency Operations Center

The County shall provide initial OA EOC activation staff. Subdivisions with available resources shall provide secondary and relief OA EOC staffing. Emergency management or other mutual aid shall be used to staff the OA EOC as necessary. The County declares its willingness to provide a staff member to an impacted Subdivision's EOC or Incident Command Post to act as an OA coordination point, if desired by the Subdivision and as personnel availability and safety concerns allow.

Orange County Operational Area Agreement

Section Six. Operational Area Finance**6.1 Operational Area Expenses and Revenues***Operational Area Administrative Expenses*

This Agreement recognizes that there are day-to-day costs associated with OA administration and emergency management activities; these costs are separate from County-specific emergency management activities. The County shall provide administrative staffing for the OA to carry out the duties as delineated in Section 3.2 and Section 4 of this Agreement; however, the County shall not be solely responsible for the costs of administering the OA.

The County Board of Supervisors has the over-arching authority and responsibility to approve the county emergency management budget that supports both County and OA emergency management activities.

To offset costs of the OA, the Executive Board shall be responsible for the acquisition and distribution of federal, state, and business or private foundation emergency management grant funds. For emergency management grant funds made available to the OA for distribution among the Subdivisions, the Executive Board will review and approve proposed funding allocation methods. Their review will take into consideration recommendations from OCEDO, acting in their role as subcommittee to the Executive Board. To offset administrative costs, a percentage of such grants may be allotted to the OA before apportionment among the subdivisions. If funding becomes available with a short application period that does not allow for OCEDO, Executive Board, and County Board of Supervisors pre-approval, then approval will be sought retroactively through the ratification process set forth by the County Board of Supervisors.

The County or any Subdivision may fund through general or special funds any services, supplies, or programs that they separately or jointly determine are necessary to comply with laws or regulations, or that serve the purposes of emergency prevention, preparedness, response, recovery and mitigation on an OA level.

Costs of Operational Area during Emergency Response and Recovery

During emergencies, all OA jurisdictions shall be expected to participate to the maximum extent possible, according to mutual aid and other agreements, with the understanding that during an emergency, the priorities are life safety, property, and the environment (in that order), regardless of which jurisdiction is impacted. This Agreement incorporates by reference the reimbursement concepts of the Emergency Management Assistance Compact, the California Disaster and Civil Defense Master Mutual Aid Agreement, and the State of California Emergency Management Mutual Aid Plan. Expenditures made in connection with such emergency activities required by this Agreement, the California Emergency Services Act and/or SEMS, including mutual aid activities,

Orange County Operational Area Agreement

shall be deemed conclusively to be for the direct protection and benefit of the persons and property in the OA.

In deciding the level of OA response and resource commitment during emergencies, the County and Subdivisions agree to operate according to the EOP and supporting documents defined in Section 5.1 of this Agreement.

Financial Reimbursement and Recovery Following Emergencies

The County and each Subdivision are each individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

Orange County Operational Area Agreement

Section Seven. Operational Area Agreement Administration**7.1 Existing Agreements**

Nothing contained in this Agreement shall be construed as superseding or modifying any existing agreements, including mutual aid agreements, except for superseding the existing OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS dated October 3, 1995, and addenda; and nothing herein shall be construed as preventing any Party from entering into or modifying mutual aid or other emergency response agreements.

7.2 Effective Date

This Agreement shall become effective six months after approval and execution by the County Board of Supervisors and at least one Subdivision. Any Subdivision in Orange County may become a Party hereto by executing this Agreement. Notice shall be provided to the County upon a Subdivision's execution of this Agreement.

7.3 Withdrawal

Any Party may withdraw from this Agreement by providing written notice to county emergency management staff. Said notice shall be given 30 days before withdrawal from this Agreement.

7.4 Indemnification

Each Party shall defend, indemnify, and hold harmless the other Parties, and their officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions, administrative proceedings, demands, and litigation, and all expenses and costs relating directly to the negligent or otherwise wrongful acts or omissions of the indemnitor, its officers, agents, employees, or representatives arising out of or incidental to performance under this Agreement. No Party assumes liability for the acts or omissions of persons other than that Party's respective officers, agents, employees or representatives.

7.5 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

7.6 Interpretation

Save to the extent that the context or the express provisions of this Agreement otherwise require:

- Headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- All references to Parts, Sections, and Paragraphs are references to Parts, Sections and Paragraphs contained herein;

Orange County Operational Area Agreement

- All references to any ordinance, resolution, law, regulation or guidance shall include references to any ordinance, resolution, law, regulation or guidance which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated, supplemented, substituted, novated, replaced, or assigned by the same and shall include, without limitation, any instrument, proclamation, bylaw, directive, decision, regulation, rule, order, notice, codes of practice, code of conduct, rule of court, instrument or delegated or other subordinate legislation thereto;
- The words “herein”, “hereto” and “hereunder” refer to this Agreement as a whole and not to the particular Section, or Paragraph in which such word may be used;
- Any reference to a public organization or representative shall be deemed to include a reference to any successor to such public organization or representative or any organization or entity or representative which has taken over the functions or responsibilities of such public organization or representative.

7.7 Ambiguities

In the case of any ambiguity or discrepancy:

- Between the provisions in this Agreement and the provisions of any underlying Executive Order, law, or regulation, the provisions of underlying Executive Order, law, or regulations will be incorporated by approval of the Executive Board and written notice shall be provided to all Parties.
- Between the provisions in this Agreement and the provisions of any underlying mutual aid agreement or EOP, the provisions of this Agreement shall prevail until such time as the OA Executive Board considers the matter and notice of proposed resolution to such issues are provided to all Parties.

7.8 Amendment

This Agreement may not be amended or modified except in a writing executed by a majority of all signature Parties as defined by Section 2.1 of this Agreement.

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

DATED: _____

(City or Jurisdiction)

BY _____

ATTEST:

By: _____

Date _____

NOTICE TO _____ TO BE GIVEN TO:

City/Jurisdiction

Name_____
City/Jurisdiction_____
Address_____
City/State/Zip_____
FAX Number

APPROVED AS TO FORM:

Dated _____

ATTEST:

By: _____

Date _____

NOTICE TO _____ TO BE GIVEN TO:
City/Jurisdiction

Name

City/Jurisdiction

Address

Chapter 3 City/State/Zip

FAX Number

APPROVED AS TO FORM:

Wendy J. Phullyzi
Senior Deputy County Counsel
Orange County

Dated *2/26/20*

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

**OF THE COUNTY OF ORANGE
AND POLITICAL SUBDIVISIONS**

October 3, 1995

Including Addendums:

- 1. Clarification of Operational Area, OA Executive Board, and Operational Area Coordinator Roles and Responsibilities adopted by Operational Area Executive Board November 6, 1996.**
- 2. Policy and Procedure on Operational Area Administration Financing (including 1997/98 Grant Distribution) adopted by Operational Area Executive Board August 20, 1997.**
- 3. Policy and Procedure on Operational Area Emergency Operations and Mutual Aid Financing (including Orange County Operational Area Mutual Area Plan) adopted by Executive Board August 20, 1997.**

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

**OF THE COUNTY OF ORANGE
AND POLITICAL SUBDIVISIONS**

October 3, 1995

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

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OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS

THIS AGREEMENT is entered into this _____ day of _____, 1995, which date is enumerated for purpose of reference only, by and between the County of Orange, hereinafter referred to as "COUNTY," and all other Political Subdivisions within Orange County, as defined in Government Code Section 8557 (c) of The California Emergency Services Act, Government Code Section 8550 et seq., ("The Emergency Services Act"), which are signatories hereto, hereinafter referred to as "SUBDIVISIONS", collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, it is the intent of the Parties hereto, in accordance with The Emergency Services Act and The Standardized Emergency Management System Regulations, Title 19 California Code of Regulations Section 2400 et seq., to coordinate preparedness and response efforts for the safety of persons and property from the effects of natural, man-made, or war-caused disasters, hereinafter referred to as "emergencies;" and,

WHEREAS, the purpose of an Operational Area, as defined in Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 and 2409, is to manage and coordinate information, resources, and priorities between the COUNTY and all Subdivisions in the geographic area of the County, and to serve as the coordination and communication link with the regional level of the State; and

WHEREAS, the declared purposes of this Agreement are to provide for the establishment and direction of the Operational Area; the cooperative and mutual handling of the duties and responsibilities of the Operational Area lead Agency; the coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons; and the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency; and

WHEREAS, any expenditures made in connection with such emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the Operational Area.

NOW THEREFORE, the Parties hereto agree as follows:

A. EXISTING AGREEMENTS: Nothing contained in this Agreement shall be construed as superseding or modifying any existing agreements, including mutual aid agreements, except this Agreement supersedes the existing UNIFIED ORANGE COUNTY-CITIES EMERGENCY MANAGEMENT AGREEMENT dated July 14, 1981; and nothing herein shall be construed as preventing any Party from entering into or modifying mutual aid agreements.

B. OPERATIONAL AREA ESTABLISHED: The entire geographic area of Orange County constitutes an Operational Area for the purposes of emergency mitigation, preparedness, response, and recovery, as required by Title 19 California Code of Regulations Section 2409.

C. CITY-COUNTY EMERGENCY MANAGEMENT PLANNING BOARD: For the purposes of COUNTY Ordinance No. 3915 Section 3-1-5 of the Codified Ordinances of the County of Orange, as presently existing or as hereafter amended, the Council created under this Agreement constitutes the City County Emergency Management Planning Board and this Agreement defines its membership, powers, duties, divisions, services and staff.

D. LOCAL AUTHORITY: In the event of an actual or threatened emergency, each jurisdiction shall retain the authority provided for by law respecting its jurisdiction.

E. DEFINITIONS: The following terms as used in this Agreement shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth below:

- (1) **Operational Area Coordinator** shall mean that position affiliated with a public agency as designated in Section G of this Agreement, to provide direction and coordination of the Operational Area during times of emergency.
- (2) **Emergency** shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the County caused by such conditions as air pollution, civil disturbance, sudden and severe energy shortage, drought, or earthquake or other conditions, the Governor's warning of an earthquake or volcanic prediction, epidemic, fire, flood, hazardous material release, plant or animal infestation or disease, riot, storm, or war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of a Subdivision or County, requiring the combined forces of the Operational Area to manage.
- (3) **Unified command** shall mean a unified team effort which allows all agencies with, either geographical or functional responsibility, to manage an emergency by establishing a common set of emergency objectives and strategies. This is accomplished without losing or abdicating agency authority, responsibility or accountability.

F. OPERATIONAL AREA COUNCIL, EXECUTIVE BOARD AND SUBCOMMITTEES:

- (1) **Operational Area Council.** Title 19 California Code of Regulations Section 2400 et seq. establishing the Standardized Emergency Management System hereinafter referred to as SEMS, allows the COUNTY and all SUBDIVISIONS to have representation in the Operational Area. Therefore, the Operational Area Council, hereinafter referred to as the "Council", is hereby created to include the signature Parties to this Agreement. The Parties acknowledge that the Council is

not a separate legal entity and that it is not their intention to form a joint powers authority.

- a. **Membership.** All SUBDIVISIONS in the County of Orange ,including cities, school and special districts, and the COUNTY, by approval and execution of this Agreement, are members of the Council. Each Council Member shall designate a representative and an alternate from its governing body to serve as it's representative.
- b. **Responsibilities.** The members of the Council shall have authority over the major policy issues of the Operational Area, as determined by the Executive Board, including the adoption of and amendments to this Agreement and adoption of any Operational Area fees. However, whenever a majority of all members of the Council determine that an issue should be brought before the Council, it shall be done so irrespective of the fact that the Executive Board has failed to identify it as a major policy issue as set forth in the first sentence of this subsection. It is not the intent of this Agreement that there be regular meetings of the Council. The Executive Board shall submit major Operational Area policy issues to Council members for consideration at their respective governing body meetings. The approval by a majority of the governing bodies of all Council members shall be sufficient for adoption of any Operational Area business, including the amendment of this Agreement, and adoption of any Operational Area fees.
- c. **Representatives Meeting.** Should it be necessary for the Council to meet, the representative or alternate of each member of the Council, shall be entitled to one vote. The representatives present shall, by majority vote, select a Chair Pro Tem from among the representatives present. A majority of all representatives of the members of the Council shall constitute a quorum for the transaction of business relating to the Operational Area. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Operational Area. In the event a tie vote occurs, in order to break the tie, the vote of the Chair Pro Tem shall not be counted. The representatives of the Council may meet as necessary as determined by the Executive Board or as requested by a majority of the members of the Council.

(2) **Operational Area Executive Board.**

- a. **Creation of the Operational Area Executive Board.** The Council shall have an Executive Board, hereinafter referred to as Executive Board, consisting of eleven voting members.

1) Members. Members are as follows:

- a) A member of the COUNTY Board of Supervisors
- b) A representative from the Orange County City Engineers' and Public Works Directors' Association
- c) The Orange County Fire & Rescue Mutual Aid Coordinator
- d) A representative from the Orange County Fire Chiefs' Association
- e) The Orange COUNTY Sheriff-Coroner- Law Enforcement Mutual Aid Coordinator
- f) A representative from Independent Special Districts of Orange County
- g) A representative from the Orange COUNTY Health Care Agency- Health Care Mutual Aid Coordinator
- h) A representative from the Orange County Police Chiefs' and Sheriff Association
- i) A representative selected jointly from the Orange County-City Manager's Association and the League of Cities.
- j) A representative selected jointly by the Orange County Superintendent of Schools, Community Colleges and School Districts
- k) A representative from the COUNTY Environmental Management Agency- Public Works Mutual Aid Coordinator

2) Terms, Alternates and Voting. Executive Board members shall be appointed by their respective organization every two years and shall serve at the discretion of their organization for two years. An alternate shall also be designated to serve the same term for each Executive Board member appointed. Each Executive Board member, or alternate in the absence of any voting member, shall be entitled to one vote. A majority of the Executive Board shall constitute a quorum for the transaction of business relating to the Operational Area. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any

other action deemed appropriate to carry forward the objectives of the Operational Area. In the event a tie vote occurs, in order to break the tie, the vote of the Chair shall not be counted.

- 3) **Operational Area Executive Board Chair and Vice-Chair.** The Chair and Vice Chair shall be elected every two years by the Executive Board. In the absence of both the Chair and the Vice Chair, the members of the Executive Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.
- 4) **Meetings.** The Executive Board shall meet quarterly or as designated by the Executive Board Chair.

b. **Responsibilities/Policy/Advisory Duties.** The Executive Board shall have responsibility for the overseeing the actions of the Operational Area Manager in the daily operations and administration of the Operational Area. The Executive Board shall also have responsibility for the development, establishment and implementation of the policies of the Operational Area, and shall keep the Council informed of its actions. The Executive Board shall determine which major policy issues of the Operational Area issues require Council members' approval and shall seek such approval. However, whenever a majority of all members of the Council determine that an issue should be brought before the entire Council, it shall be done so irrespective of the fact that the Executive Board has failed to identify it as a major policy issue as set forth in this subsection.

- 1) **Policy and Operational Area Emergency Plan.** The Executive Board is responsible for the establishment of Operational Area policy and the development and implementation by December 1, 1996, of the Operational Area Emergency Plan, including mitigation, preparation, response and recovery, and for the ongoing exercise and maintenance of the plan as required by SEMS.
- 2) **Operational Area Budget and Operating Staff.** The Executive Board shall have the responsibility to direct the development of and approve the Operational Area annual operating budget and staffing utilizing resources made available to the Operational Area by the State Office of Emergency Services through the Federal Emergency Management Assistance Program, and to monitor the expenditures of the Operational Area. This shall include the responsibility to seek grants from other sources to sustain the preparedness and response efforts of the Operational Area as further detailed in Section L of this Agreement, and, if necessary, to recommend for adoption by the members of the Council, any

Operational Area fees to sustain the Operational Area. In the event the Executive Board recommends adoption of fees, the Executive Board shall be responsible for directing the development of and submitting the Operational Area annual budget and staffing to the members of the Council for approval.

- 3) **Laws, Rules, Legislation and Regulations.** The Executive Board shall review and recommend for action or adoption by the members of the Council, emergency and mutual aid plans, agreements, ordinances, resolutions, and any rules and regulations necessary to implement such plans and agreements. The Executive Board shall also study, review, and make recommendations on State and Federal legislation and policy as appropriate, and on matters referred to it in writing by Council members.
- 4) **Recovery Operations.** During the recovery phase of an emergency, the Executive Board shall provide advice to the members of the Council regarding rebuilding and cost recovery. The Executive Board shall direct the Operational Area Manager, as designated in Section H of this Agreement, to coordinate with the State Office of Emergency Services as needed in this process.
- 5) **Successor to the Operations Coordinator.** Due to the changing circumstances and requirements of emergencies, especially in transition from the response to and recovery from an emergency, the Executive Board is hereby given authority to appoint an Operational Area Coordinator to succeed the initial response Operational Area Coordinator designated pursuant to Section G (1) of this Agreement.

c. **Subcommittees and Technical Advisory Groups.**

- 1) **Establishment, Support and Coordination.** The Executive Board may establish standing and ad hoc Subcommittees and Technical Advisory Groups to complete its work and to ensure communication and coordination between all interested persons or groups, including but not limited to the COUNTY, SUBDIVISIONS, Orange County Emergency Management Organization, Communications Systems, Transportation, Care and Shelter. Subcommittees and Technical Advisory Groups may each elect a Chairperson and shall provide appropriate staff support from their members. The Operational Area Manager shall provide coordination between these Subcommittees or Technical Advisory Groups and the Executive Board only.

- 2) **OCEMO.** There is hereby established a standing Subcommittee to the Executive Board, the Orange County Emergency Management Organization, hereinafter referred to as "OCEMO". All Council members shall be expected to participate in OCEMO, to the maximum extent possible, with the understanding that the cooperative establishment of the Operational Area Plan, policies and procedures, training and exercises is necessary to ensure that the Operational Area Plan, policies, procedures, training and exercises meet the emergency needs of the SUBDIVISIONS, COUNTY, and Operational Area.
- a) **Members.**
1. **Standing Members.** Standing members include the emergency services coordinators designated annually in writing to the Operational Area Manager by each Party which is a signatory to this Agreement. The COUNTY Emergency Manager shall be the COUNTY Standing member.
 2. **Approved Members.** Designated representatives from other public, non-profit and private emergency response, recovery and management agencies may actively participate as approved members in OCEMO Committees. These agencies may include: Orange County Disaster Recovery Alliance, Volunteer Agencies Active In Disasters, American Red Cross, Volunteer Emergency Preparedness Organization, utilities, military bases, universities and colleges, and the State Office of Emergency Services. Membership shall be granted by the Executive Board annually, upon recommendation made by majority vote of standing members of OCEMO.
 3. **Associate Members.** Members of other organizations may participate as non-voting Associate members.
- b) **Voting.** Each of the Standing and Approved members shall be entitled to one vote. The Representative Board shall determine the issues which require approval of the voting members of OCEMO. However, whenever a majority of all members of OCEMO determine that an issue should be brought before the entire OCEMO membership, it shall be done so irrespective of the fact that the Representative

Board has failed to identify it as an issue. It is not the intent of this Agreement that there be regular meetings of OCEMO. Any member of OCEMO may attend and be heard at the Representative Board meetings and participate in Representative Board committees. The Chair may convene a meeting of OCEMO and/or conduct a vote by proxy. Unless otherwise provided herein, a vote of the majority of those qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Operational Area.

c) **Chair and Vice-Chairs.** The Chair, First and Second Vice Chair shall be elected annually by the Representative Board and shall serve both as the officers of the Representative Board and OCEMO. In the event a tie vote occurs, the vote of the Chair shall not be counted. In the absence of all officers, the members of the Representative Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

d) **Representative Board.** OCEMO shall have a Representative Board, hereinafter referred to as "Representative Board".

1. **Membership.** The membership of the Representative Board shall be comprised of the following standing members:

- a. The COUNTY Emergency Manager/
Operational Area Manager
- b. The Cities' Emergency Services
Coordinators
- c. One representative selected jointly by the
Orange County Superintendent of Schools,
Community Colleges and School Districts
- d. One representative selected jointly by the
Water and Irrigation Districts
- e. A representative from the Orange County
Transportation Authority

- f. One representative selected jointly by the Sanitation Districts
- g. One representative selected jointly by the Sanitary Districts
- h. A representative from the Parks and Recreation District
- i. A representative selected jointly by the Library Districts
- j. A representative from the Cemetery District
- k. A representative from the Vector Control District
- l. A representative from the Storm District
- m. A representative selected jointly by the Community Services Districts

2. Voting. Each of the Representative Board members shall be entitled to one vote. A majority of the Representative Board shall constitute a quorum for the transaction of business relating to OCEDO. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Operational Area.

3. Committees. The Representative Board may establish Committees to accomplish the OCEDO duties. All OCEDO members are expected to participate in the Committees to the maximum extent possible.

e) Executive Council. The OCEDO Executive Council shall consist of the OCEDO Chair, First and Second Vice Chair, the immediate past Chair, and the COUNTY Emergency Manager/Operational Area Manager. The Executive Council may meet at the request of the Chair to develop agendas and plans, and to analyze issues to be presented to the OCEDO Representative Board.

- f) **Staff Support.** The COUNTY shall provide support to the OCEMO Representative Board for agendas and minutes only. Staff support to OCEMO Committees shall be provided by OCEMO members.
- g) **Purpose.** As a Subcommittee responsible to the Executive Board, the purposes of OCEMO include the following:
 - 1. **Operational Area Plan.** Development and maintenance of the Operational Area Emergency Plan as described in SEMS and approved by the Executive Board.
 - 2. **Standard Operating Procedures.** Development and maintenance of Operational Area standard operating procedures and Operational Area Emergency Operations Center procedures and guidelines for use during emergencies, reviewed and approved by the Operational Area Mutual Aid Coordinators.
 - 3. **Emergency Training and Exercises.** Coordinate an annual Operational Area exercise as required by SEMS and coordinate training of personnel who are part of the Operational Area Emergency Organization.
 - 4. **Efficiency and Effectiveness.** Identify, examine and develop plans and programs of concern to all SUBDIVISIONS and the COUNTY, and coordinate the development of appropriate plans and programs leading toward an integrated Operational Area approach to preparedness for emergencies, including use of cost efficient and effective, coordinated public education and individual emergency preparedness programs.
 - 5. **Legislation.** Review and report on legislation impacting emergency plans and programs and propose concepts for new legislation for consideration by the Executive Board.
 - 6. **Plans and Agreements.** Review proposals of emergency mutual aid plans and agreements and

make recommendations on approval of such proposals to the Executive Board.

7. After Action Reports. Develop after action reports for the Executive Board, following emergencies in which the Operational Area is activated.

8. Other. Other duties and responsibilities as delegated by the Executive Board.

h) Meetings. The Representative Board shall meet every other month. Special meetings of the Representative Board may be called by the Chair. Committees shall meet twice a month until the Operational Area Emergency Plan and procedures, exercise schedule and training, as required by SEMS are completed, and as necessary thereafter.

i) Finances. OCEMO has no authority to bind the COUNTY or any SUBDIVISION to any financial arrangement.

d. Operational Area Executive Board Emergency Advisory Capacity. The Executive Board may be convened by the Chair to review the potential or actual emergency situation and make and receive appropriate recommendations from the Operational Area Coordinator, as designated below, and Council members.

G. CREATION AND POWERS AND DUTIES OF OPERATIONAL AREA COORDINATOR:

(1) Operational Area Coordinator. By this Agreement, Council designates an Operational Area Coordinator, hereinafter referred to as "Coordinator" Based on the type of disaster described below, the initial response Coordinator shall be the incumbent of the position designated below:

a. Law Enforcement Mutual Aid Coordinator. The Law Enforcement Mutual Aid Coordinator is designated as the initial response Coordinator for emergencies where evacuation, law and order are of the highest priority as related to earthquake, tsunami, nuclear power plant emergency, civil disturbance, terrorism, or act of war.

b. Fire and Rescue Mutual Aid Coordinator. The Fire and Rescue Mutual Aid Coordinator is designated as the initial response Coordinator for emergencies where the life or safety of the public is threatened due to fire, mass casualty emergency, or hazardous materials release.

- c. **Public Works Mutual Aid Coordinator.** The Public Works Mutual Aid Coordinator is designated as the initial response Coordinator for emergencies where public works or environmental protection resources shall be the primary method used for mitigation and recovery such as during flood, storm, dam failure or oil spill.
- d. **Health Care Mutual Aid Coordinator.** The Health Care Mutual Aid Coordinator is designated as the as the initial response Coordinator for emergencies where there is a threat of an epidemic or a declared epidemic.
- e. **Alternates to the Operational Area Coordinator.** Each incumbent of a position eligible to act as the initial response Coordinator shall annually designate, in writing by name and in order of succession, a minimum of two alternates. This designation shall be filed with the Operational Area Manager as described in Section H of this Agreement, no later than July 1st of each year.
- f. **Line of Succession.** In the event that neither the designated initial response Coordinator nor either of the designated alternates is available to serve in the capacity of the initial response Coordinator, the following line of succession shall be used to ensure continuity of Operational Area operations during times of emergency:
 - 1) **Law Enforcement Mutual Aid Coordinator and two designated alternates.**
 - 2) **Fire and Rescue Mutual Aid Coordinator and two designated alternates.**
 - 3) **Public Works Mutual Aid Coordinator, and two designated alternates.**
 - 4) **Health Care Agency Mutual Aid Coordinator and two designated alternates.**
- (2) **Unified Command and Joint Operational Area Coordinator.** Where appropriate, the Coordinator shall use a unified command, which is standard procedure for emergencies which involve multiple jurisdictions or professional disciplines.
- (3) **Successor to the Initial Response Operations Coordinator.** Due to the changing circumstances and requirements of emergencies, especially in transition from the response to and recovery from an emergency, the Executive Board is hereby given authority to appoint successor Operational Area Coordinator(s) to succeed the initial response Operational Area Coordinator designated pursuant to Section G (1) of this Agreement. The successor Coordinator(s) shall have the

same powers and duties as the initial response Coordinator, as specified in Section G (4) of this Agreement.

- (4) **Powers and Duties.** The Coordinator shall direct and coordinate the Operational Area during times of emergency. The Coordinator shall have the following duties and powers:
- a. **Direction and Coordination.** Serve as key decision maker, in the Operational Area Emergency Operations Center providing direction and coordination necessary to accomplish the purposes of this Agreement and responsibilities of the Operational Area Lead as specified in Title 19 California Code of Regulations Section 2409 (e).
 - b. **Operational Area Representative.** Represent the Operational Area in all dealings with the public or private agencies on matters pertaining to emergencies as defined herein.
 - c. **Emergency Public Information.** Appoint a Public Information Officer to coordinate the dissemination of all emergency information, press releases, and public statements, to prevent conflicting information, misinformation, and the initiation of rumors, as appropriate to the type of emergency confronting the Operational Area.
 - d. **Emergency Proclamations.** Each SUBDIVISION shall retain the powers and responsibilities granted by law to proclaim an emergency in its jurisdiction, according to procedures set forth by the jurisdiction. The COUNTY Board of Supervisors shall retain the powers and responsibilities granted by law to proclaim an emergency in the County geographic area, according to procedures set forth in COUNTY Ordinance No. 3915 Section 3-1-6 of the Codified Ordinances of the County of Orange and COUNTY Board of Supervisors Resolution 95-386, as presently existing or as hereafter amended.

H. CREATION OF POSITION AND POWERS AND DUTIES OF OPERATIONAL AREA MANAGER:

- (1) **Operational Area Manager.** The position of the Operational Area Manager is hereby created. The Operational Area Manager shall be the COUNTY Emergency Manager as specified by COUNTY Ordinance No. 3915, Section 3-1-6 of the Codified Ordinances of the County of Orange and COUNTY Board of Supervisors Resolution 95-386, as presently existing or as hereafter amended.
- (2) **Powers and Duties.** The Operational Area Manager shall have the following powers and duties:

- a. **Staff to the Operational Area Executive Board.** Serve as staff to the Executive Board, maintain close liaison with the Executive Board, and coordinate all activities of assigned Operational Area staff with the Executive Board.
- b. **Daily Coordination and Assistance.** Direct the daily coordination and cooperation between the Operational Area staff and the Operational Area Emergency Organization, and Executive Board Subcommittees, including OCEMO. Resolve questions of authority and responsibility that may arise between them, and work closely with and assist the Executive Board, as required.
- c. **Emergency Operations Center Maintenance.** Maintain the Operational Area Emergency Operations Center in a constant state of readiness, providing staff as needed to support the Emergency Operations Center operations during times of emergency in order to coordinate emergency information between the COUNTY and all SUBDIVISIONS, state and federal agencies, and volunteer organizations.
- d. **Notification of Emergency Operation Center Activation.** Notify the Executive Board and Board of Supervisors of an Emergency Operations Center activation as soon as practical, and keep the Executive Board and Board of Supervisors informed on all aspects of a current emergency situation as soon as information becomes available.
- e. **OCEMO Support.** Provide support to the OCEMO Representative Board for agendas and minutes only. Staff support to OCEMO Committees shall be provided by OCEMO members.
- f. **Budget and Staffing.** Develop an annual operating budget and staffing recommendations and monitor the Operational Area expenditures at the direction of and for the approval of the Executive Board.
- g. **After Action Reports.** Coordinate with OCEMO the development of after action reports for the Executive Board, following emergencies in which the Operational Area is activated.

I. OPERATIONAL AREA EMERGENCY PLAN: Under the direction of the Executive Board, OCEMO shall be responsible for ensuring the development and maintenance of the Operational Area Emergency Plan, which shall provide for the effective mobilization of all of the resources of the Operational Area, both public and private, to meet any condition constituting an emergency; and shall provide for the organization, powers and duties, and staff of the Operational Area Emergency Organization as described in Section M of this Agreement.

- (1) **Compliance.** The Operational Area Emergency Plan shall comply with applicable local, state and federal planning criteria, analyze the risks faced by the

Operational Area, assign functional responsibilities to Mutual aid organizations, COUNTY agencies/departments, SUBDIVISIONS, and personnel, and assign lines of succession for the members of the Operational Area Emergency Organization.

- (2) **Functional assignments.** The Operational Area Emergency Plan shall include the functions assigned to the mutual aid organizations, COUNTY agencies/departments and SUBDIVISIONS, and it shall be the responsibility of the agency/department heads and SUBDIVISIONS to appoint coordinators who shall report to the Emergency Operations Center and carry out the assigned duties as appropriate.
- (3) **Adoption.** The Emergency Plan shall not be effective until adopted by the Executive Board and a majority of all Council members.

J. COUNTY SPECIFIC RESPONSIBILITIES. The COUNTY shall act as the Operational Area Lead Agency. The Operational Area Lead Agency shall have the following responsibilities to the Operational Area in addition to those member responsibilities specified under Section K of this Agreement:

- (1) **24 Hour Contact Point.** The COUNTY shall provide the 24 hour contact point for the Operational Area and act as lead in activating the Operational Area Emergency Operations Center, hereinafter referred to as "OAEOC".
- (2) **Operational Area Emergency Operations Center.** The COUNTY Emergency Operations Center located at 2644 Santiago Canyon Road, in Silverado, California and Alternate Emergency Operations Center, as designated, shall serve as the OAEOC.
- (3) **Initial EOC Activation Staffing.** The COUNTY shall provide initial OAEOC activation staff. SUBDIVISIONS with available resources shall provide secondary and relief OAEOC staffing.
- (4) **EOC Maintenance.** COUNTY Emergency Management staff shall be responsible for ensuring the OAEOC is maintained in a state of constant readiness.
- (5) **Operational Area Council Executive Board Support.** The COUNTY shall provide support to the Executive Board for agendas and minutes for meetings and coordinating follow up only. Staff support to Subcommittees and Technical Advisory Groups shall be provided by Council members and their representatives.
- (6) **OCEMO Support.** The COUNTY shall provide support to the OCEMO Representative Board for agendas and minutes only. Staff support to OCEMO Committees shall be provided by OCEMO members.

K. OPERATIONAL AREA COUNCIL MEMBER RESPONSIBILITIES: Members of the Operational Area Council shall have the responsibilities as set forth below:

- (1) Participation.** Actively participate as a member in the Council, Executive Board if designated, Subcommittees and Technical Advisory Groups including OCEDO, and in the Operational Area Emergency Organization, including providing staff to support the work of the Executive Board, Subcommittees and Technical Advisory Groups.
- (2) Emergency Plan and Organization.** Maintain an emergency plan and organization to provide for the emergency needs in the SUBDIVISION according to SEMS, and coordinate with and, where able, support other SUBDIVISIONS, the COUNTY, and the OAEOC.
- (3) Emergency Management Program.** Develop an emergency management program which shall provide for the needs of the SUBDIVISION, which shall be complementary to and compatible and coordinated with the needs of the Operational Area in the event of an emergency.
- (4) Emergency Assistance.** Provide assistance during an emergency:

 - a. Capabilities and Agreements.** SUBDIVISIONS shall offer assistance within the limits of capabilities and according to applicable mutual aid agreements.
 - b. EOC Staffing.** SUBDIVISIONS with available resources shall provide secondary and relief OAEOC staffing.
- (5) Resource list.** Maintain a current resource listing of the facilities, equipment and supplies available in the jurisdiction for use in the event of an emergency.
- (6) Cooperation.** Promote cooperation among all SUBDIVISIONS in order to improve the overall Operational Area emergency management program.
- (7) Training and Exercises.** Assure training and exercises within the SUBDIVISION and Operational Area, maintain a thorough knowledge of the Operational Area Emergency Plan and ensure that the supporting services and key personnel are properly trained and organized to meet all of their responsibilities in the event of an emergency.
- (8) Emergency Notifications.** Ensure that internal and Operational Area emergency notification lists are kept current.
- (9) Procedures.** Develop SUBDIVISION procedures which outline the steps necessary to complete tasks as a member of the Operational Area.

- (10) **Critical Personnel.** Identify at least two alternates for each person deemed critical to SUBDIVISION and Operational Area operations, either to serve in the capacity of the primary contact when (s)he is not available, or to facilitate 24 hour operation when needed in times of emergency.

L. OPERATIONAL AREA EXPENSES AND REVENUES

- (1) **Minimum costs/efficiency.** All costs shall be kept to a minimum, and efficiencies in use of staff, materials, etc. shall be a priority.
- (2) **Costs of Operational Area EOC Emergency Activation.** The COUNTY declares its willingness to provide the Operational Area 24 hour contact point, the OAEOC and initial OAEOC staffing, and to activate the OAEOC as required by SEMS as set forth in Section N (4) of this Agreement. The COUNTY shall exercise prudence in the staffing and level of activation, and shall deactivate the OAEOC when requested by SUBDIVISION(s) or as soon as practical, as allowed by law. The COUNTY is to act as a member of the Operational Area only and shall not be solely responsible for the costs of activating the OAEOC. The Executive Board shall be responsible for the development of policy and procedures similar to other mutual aid agreements where in SUBDIVISION(s) requiring activation of the OAEOC shall be responsible for reimbursement of the COUNTY and other SUBDIVISIONS for the cost of activation, if the COUNTY does not activate the OAEOC for its use, and cannot legally declare an emergency for the purposes of reimbursement from the State or Federal governments.
- (3) **Operational Area Administrative Expenses.** The Executive Board shall be responsible for acquisition and distribution of Emergency Management Assistance grant funds, and any other funds, to cover the administrative costs of the Operational Area, including any reimbursement to the COUNTY for services requested of the COUNTY pursuant to this subsection. The Executive Board shall be responsible for determining the potential source of, and for acquiring funds or staff time to match the grant(s). The COUNTY shall provide administrative staffing for the Operational Area, as determined by the Executive Board and/or Council in the annual budget, to carry out the duties as delineated in Section H of this Agreement. The COUNTY is to act as a member of the Operational Area only and shall not be solely responsible for the costs of administering the Operational Area.
- (4) **Emergency Expenses.** During emergencies, all Parties shall be expected to participate, according to mutual aid and other agreements, and to the maximum extent possible, with the understanding that during an emergency the priority is life, safety, property and the environment, regardless of which jurisdiction is impacted.
- (5) **Emergency Aid to Parties.** Nothing herein shall be construed to restrict or control any Party's right or ability to apply for or receive emergency aid, loans or

grants from any source including the State and Federal government. Neither any Party nor the Operational Area shall have any claim upon or interest in any emergency aid funds obtained by any other Party for its emergency expenses, with the exception that SUBDIVISIONS may be responsible for reimbursement of OAEOC activation costs as set forth in Section (L) of this Agreement.

M. DESCRIPTION, FUNCTION AND DUTIES OF THE OPERATIONAL AREA EMERGENCY ORGANIZATION

- (1) **Description.** All officers and employees of the Parties, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons pressed into service under the provisions of COUNTY Ordinance No. 3915 Section 3-1-6 of the Codified Ordinances of the County of Orange as presently existing or as hereafter amended, shall constitute the Operational Area Emergency Organization, and shall be charged with duties incidental to the protection of life and property in the Operational Area during times of emergency.
- (2) **Functions and Duties.** The functions and duties of the Operational Area Emergency Organization shall be distributed among such Mutual aid organizations, COUNTY agencies/departments, SUBDIVISIONS, and staff as the Operational Area Emergency Plan shall prescribe. The form of the organization, titles and terminology shall conform to SEMS.

N. ACTIVATION OF THE OPERATIONAL AREA EMERGENCY OPERATIONS CENTER

- (1) **Location.** The COUNTY Emergency Operations Center located at 2644 Santiago Canyon Rd., Silverado, California, or alternate as designated, shall serve as the OAEOC. Communication connection to the OAEOC shall be the responsibility of each SUBDIVISION and Mutual aid Coordinator or their representative.
- (2) **Virtual Operational Area EOC.** The OAEOC shall be used as the communication and coordination center and in so far as possible, function as a virtual OAEOC, utilizing any available telecommunication resources so that Parties may communicate without collocation. However, to ensure communication, it may be necessary for representatives and any support staff they may require to be present at the OAEOC. SUBDIVISIONS not present shall be responsible for establishing direct contact with the OAEOC.
- (3) **Staff for the Operational Area Emergency Operations Center**
 - a. **OAEOC Maintenance.** COUNTY Emergency Management staff shall be responsible for ensuring the OAEOC is maintained in a state of constant readiness.

- b. **Initial Activation and Beyond.** The COUNTY shall provide initial OAEOC activation staff. SUBDIVISIONS with available resources shall provide secondary and relief OAEOC staffing. emergency management or other mutual aid shall be used to staff the OAEOC as necessary.
- c. **Mutual Aid Coordinators.** Mutual Aid Coordinators may be present in the OAEOC, but if not present, shall be responsible for establishing direct contact with the OAEOC.

(4) Required Activation:

- a. **Support to Emergency.** The Operational Area functions as support to the local government and field response and does not command the emergency response directly.
- b. **Conditions.** Activation of the OAEOC is required by SEMS, Title 19 California Code of Regulations Section 2409 (f), under the following conditions:
 - 1) **On Request.** “A local government within the Operational Area has activated its EOC and requested activation of the Operational Area to support their emergency operations.”
 - 2) **Two City Local Emergency.** “Two or more cities within the Operational Area have declared or proclaimed a local emergency.”
 - 3) **COUNTY and City Local Emergency.** “The County and one or more cities have declared or proclaimed a local emergency.”
 - 4) **Request for Governor’s Proclamation.** “A city, city and County, or County has requested a governor’s proclamation of a state of emergency, as defined in Government Code 8558(b).”
 - 5) **State of Emergency.** “A state of emergency is proclaimed by the governor for the County or two or more cities within the Operational Area.”
 - 6) **Request for Outside Resources.** “The Operational Area is requesting resources from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement.”

- 7) **Request for Operational Area Resources.** “The Operational Area has received resource requests from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement.”

c. **Activation Levels.** The OAEOC activation levels are described below:

- 1) **Activation Level One.** Level One shall mean activation of the OAEOC at a minimum level with COUNTY emergency management staff to prepare the OAEOC and notify the Operational Area Emergency Organization and coordinate information among the members of the Operational Area and with Regional State officials as required by SEMS.
- 2) **Activation Level Two.** Level Two shall mean partial activation of the OAEOC, staffed by the Operational Area Coordinator or alternate, COUNTY emergency management personnel, along with personnel from COUNTY agencies/departments and other personnel selected to meet the functional needs of the emergency Operational Area Emergency Organization during times of emergency.
- 3) **Activation Level Three.** Level Three shall mean full activation of the OAEOC, including all personnel as indicated at level two plus the Executive Board, who shall serve as the Policy Group to advise the Coordinator on the use of resources in response to the disaster, establish policies, rules and regulations regarding the disaster and the subsequent recovery operations, and prioritize resources to effectively mitigate the disaster.

O. EFFECTIVE DATE: This Agreement shall become effective upon the approval and execution by the COUNTY Board of Supervisors and at least one SUBDIVISION. Any SUBDIVISION in Orange County may become a Party hereto by executing this Agreement. Notice shall be provided to the COUNTY upon a SUBDIVISION's execution of this Agreement as indicated in Section T of this Agreement.

P. WITHDRAWAL: Any Party may withdraw from this Agreement by providing written notice to the COUNTY. Said notice shall be given 30 days before withdrawal from this Agreement.

Q. SUSPENSION OF VOTING PRIVILEGES: In the event Operational Area fees are adopted, a Party's failure to pay said fees within 60 days after said fees become due, shall result in the immediate suspension of that Party's voting privileges in matters considered by any body,

board, subcommittee, committee, or group established by this Agreement. Voting privileges shall be restored upon payment.

R. INDEMNIFICATION: Each Party shall defend, indemnify and hold harmless the other Parties, and their officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions, administrative proceedings, demands, and litigation, and all expenses and costs relating to acts or omissions of the indemnitor, its officers, agents, employees, or representatives arising out of or incidental to performance under this Agreement. No Party assumes liability for the acts or omissions of persons other than that Party's respective officers, agents, employees or representatives.

S. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

T. AMENDMENT: This Agreement may not be amended or modified except in a writing executed by a majority of all Parties.

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

Clarification of Operational Area, Operational Area Executive Board, and Operational Area Coordinator Roles and Responsibilities

Addendum 1

CLARIFICATION OF OPERATIONAL AREA ROLES AND RESPONSIBILITIES

The Operational Area Agreement and Emergency Plan are based on the policies established by the SEMS Regulations; in regard to the role of the Operational Area Coordinator (OAC), Operational Area Executive Board (Executive Board), Operational Area Council (OA Council) and overall Operational Area (OA) operations.

OPERATIONAL AREA- PURPOSE, RESPONSIBILITIES AND AUTHORITIES

WHERE

SEMS Regulations
2403 (3)

WHAT

OA level manages and/or coordinates information, resources, and priorities among local government within the OA and serves as coordination and communication link with Region.

SEMS Regulations
2409 (e) (3)

The lead agency of the OA shall:
Use multi-agency or interagency coordination to facilitate decisions for overall OA level emergency response activities.

Contrast of Authorities between Field Response and OA

SEMS Regulations
2405 Field Response Level (1) (A)

Command is the directing, ordering and controlling of resources by virtue of explicit legal, agency, or delegated authority.

SEMS Regulations
2409 (a)

OA Level is used by the county and political subdivisions for the coordination of emergency activities and to serve as a link in the system of communications and coordination between the state's emergency operations centers and the operations centers of the political subdivisions.

SEMS Regulations
2409(e) (1) and (2)

The lead agency of the OA shall:
Coordinate information, resources and priorities among the local governments and between the regional level and local government level.
"Coordination of Fire and Law Enforcement resources shall be accomplished through their respective mutual aid systems".

OA Emergency Plan
Management Section Annex A
pg 2

The OA is a communication and coordination point that provides support for Mutual Aid Coordinators, OA members and the State. It does not command or control emergency operations.

ALSO:

OA Emergency Plan
Management Section Annex A
pg 7 III D 4 a

EXECUTIVE BOARD RESPONSIBILITIES AND AUTHORITIES

The Executive Board is responsible for working with the OAC in setting OA policy and priorities, is notified, convened and co-located with the OAC in the Command Center, is responsible to represent their appointing organizations and the expertise, resources and policies of their organizations and to convene a MACS as appropriate.

WHERE

OA Emergency Plan
Management Section Annex A
Enclosure A-1 pg 1 II A 2

OA Agreement
pg 4 F (1) c

ALSO:

OA Emergency Plan
Management Section Annex A
pg 5 III A 5

AND:

OA Emergency Plan
Management Section Annex A
Enclosure A-1 pg 15 IV A

OA Agreement
pg 3 F (1) b
AND:
pg 5 F (2) b

OA Agreement
pg 4 F (2) a

OA Agreement
pg 5 F (2) b

OA Agreement
pg 5 F (2) b 4)

OA Agreement
pg 7 F (2) b 5)
AND:
pg 14 G (3)

OA Emergency Plan
Management Section Annex A
pg 9 III 4 d

WHAT

Support the OAC by providing policy and priority advice and by convening a MACS as appropriate.

Convene the OA Council (Multi-Agency Coordination System).

Identify OA policy issues for submittal to OA Council.

Represent expertise and interests of Mutual Aid, jurisdictional, and professional disciplines.

Oversee OA Manager
Develop OA policies and Emergency Plan
Develop OA Budget
Review and impact legal requirements

Advise OA Council on Recovery

Appoint successor to the initial response OAC.

OAC responsibilities may be transferred at the discretion of the Executive Board. Due to changing requirements of emergencies, the Executive Board may appoint successor OAC(s).

EXECUTIVE BOARD RESPONSIBILITIES AND AUTHORITIES, CONT.WHERE

OA Agreement
pg 12 F (2) d

OA Agreement
pg 16 H (2) d

OA Agreement
pg 21 L (3) c

ALSO:

OA Emergency Plan
Management Section Annex A
pg 7 III D 3 c

OA Emergency Plan
Management Section Annex A
AND:
Enclosure A-3 pg 4

OA Emergency Plan
Management Section Annex A
Enclosure A-4 pg 3 and continuing

OA Agreement
pg 23 N (4) c 3)

ALSO:

OA Emergency Plan
Management Section Annex A
pg 8 III D 4 c 3) which continues:

OA Emergency Plan
Management Section Annex A
Enclosure A-1 pg 6 III C

Appendix A-2

WHAT

Review the emergency situation and make and receive appropriate recommendations to the OAC and OA Council.

Be notified and keep apprised of the emergency situation.

Mutual Aid Coordinators may be present, but if not present, shall be responsible for establishing direct contact with the OA EOC.

Executive Board is convened in the Command Center with the OAC to ensure communication and coordination.

Executive Board is notified of activation of the EOC, is kept apprised of the situation and is convened by the Chair as appropriate.

Activation Level Three shall mean full activation the OA EOC, including the Executive Board, to advise the OAC on the use of resources in response to the disaster, establish policies, rules and regulations regarding the disaster and the subsequent recovery operations and prioritize resources to also effectively mitigate the disaster.

The Executive Board and OAC will be responsible for establishing a MAC including representatives of affected jurisdictions as appropriate.

Description of duties

Executive Board EOC Checklist

OAC RESPONSIBILITIES AND AUTHORITIES

The OAC is responsible for direction of the OA EOC, for working with the Executive Board in setting OA policies and priorities, and ensuring coordination and communication of policy decisions, resource needs and priorities between OA members and the State throughout the emergency.

WHERE

OA Emergency Plan
Management Section Annex A
Enclosure A-1, pg 1 II A 1

OA Agreement
pg 14 G (2)

ALSO:

Operational Area Emergency Plan
Management Section Annex A
pg 4 III A 3 e

OA Agreement
pg 14 G (4) a

OA Emergency Plan
Management Section Annex A
pg 2 III A

OA Emergency Plan
Management Section Annex A
pg 4 III A e, following paragraph

OA Agreement
pg 23 N (4) c 3)

ALSO:

OA Emergency Plan
Management Section Annex A
pg 8 III D 4 c 3) which continues:

WHAT

OAC is responsible for management of the OA EOC and overall coordination and communication between the OA members and the state.

Where appropriate, the Coordinator shall use a unified command, which is standard procedure for emergencies which involve multiple jurisdictions or professional disciplines.

Direct and coordinate the Operational Area, serve as key decision maker in the OA EOC, providing direction and coordination necessary to accomplish the purposes of the OA Agreement and responsibilities of OA lead agency as specified by SEMS Regulations 2409 (e) see citation above).

The OA emergency organization is managed by the OAC who reports to the OA Council. The OAC is supported by advice from the Executive Board and affected jurisdictions in a MACS.

The initial response OAC authorizes full activation of the OA EOC and responds when appropriate to serve as key coordinator; providing direction and coordination necessary to accomplish the responsibilities of the OA EOC.

Activation Level Three shall mean full activation of the OA EOC, including the Executive Board, to advise the OAC on the use of resources in response to the disaster, establish policies, rules and regulations regarding the disaster and the subsequent recovery operations and prioritize resources to also effectively mitigate the disaster.

The Executive Board and OAC will be responsible for establishing a MAC including representatives of affected jurisdictions as appropriate.

OAC RESPONSIBILITIES AND AUTHORITIES, CONT.WHERE

OA Agreement
pg 14 G (4) b

OA Agreement
pg 15 G (4) c

ALSO:

OA Emergency Plan
Management Section Annex A
Enclosure A-1pg 4 IIIB

AND:

Appendix A-1

WHAT

Represent the OA in dealings with public or private
agencies.

Appoint OA Public Information Officer.

Description of duties.

OAC EOC Checklist.

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

Addendum 2

ORANGE COUNTY OPERATIONAL AREA POLICY AND PROCEDURE

Subject:

Operational Area Administration Financing (including Use of Emergency Management Assistance Program Grant).

Reference:

Operational Area Agreement Section L (2), page 19.

Background:

The Operational Area Executive Board is responsible to prepare a strategic plan and budget for the Operational Area annually, including how the Operational Area will be financed and use of any grant funds.

Policy:

All grant funds received will be used for the benefit of the Operational Area. Administrative services for the Operational Area will have the first priority for grant funding, as approved by the Operational Area Executive Board. Remaining grant funds will be distributed by the Operational Area Executive Board, consistent with the requirements of the grant funding agency. The goal of any distribution of grant funds shall be to maximize funds for program implementation and minimize costs for accounting and administering the grants.

Procedure:

1. The Operational Area Manager shall present an annual administrative budget for review and approval of the Operational Area Executive Board based on the Board's approved strategic plan.
2. The Operational Area Manager shall present a report on any grant funds available and the requirements to receive the grant.
3. The Executive Board shall have responsibility to approve the budget.
4. The Executive Board shall determine how grant funds will be distributed, with first priority being given to the administrative budget.
5. Grant funds available after Operational Area administrative costs are covered shall be distributed at the discretion of the Board, consistent with the requirements of the grant funding agency.

1997 Proposed EMA Grant Funds Distribution 6/20/97

The proposed Operational Area EMA Grant Guidelines are as follows. The assumption is that this grant requires a dollar for dollar match by each organization receiving funds.

1. Only the Operational Area Lead Agency and the 31 cities are eligible to apply for EMA funding.
2. To become an eligible city, the city representative must attend at least half of the OCEMO meetings per year.
3. To become an eligible city, the city must activate its EOC annually either for an actual occurrence or an exercise.
4. To become an eligible city, the city must participate in an Operational Area functional exercise at least once a year.
5. If in the future, funding cuts occur, the OA Lead Agency will receive and is required to match no more than 50% of the total allotment for Orange County. In FY 1997/98 the OA Lead Agency is anticipated to receive \$115,773 of an estimated \$246,319 allocation.
6. All total city EMA funds will be divided by city population between the cities that are participating in the EMA funding program. Cities must complete the Orange County Operational Area EMA Application Form. Each approved city must complete the Orange County Operational Area EMA activities Form which must be attested to by the City Manager or designee. These forms must be submitted to the OA Executive Board and approved to receive EMA funding.
7. Funding is available regardless of membership status in the Operational Area.
8. The hours to be devoted to emergency management will be determined by state guidelines. The State has required that a city must have at least a 50% employee (20 hours per week) devoted to emergency management. Should the State or FEMA eliminate this criteria, each city should at least identify an employee who will be responsible for the above criteria.

Orange County Operational Area EMA Application Form
For the period October 1, 1999-September 30, 2000

It is hereby agreed that the City of _____ shall meet the following requirements to receive an Emergency Management Assistance Program Grant:

1. The city representative, _____, will attend at least half of the OCEMO meetings per year.
2. The city will activate its EOC this year for an exercise, unless it is activated for an actual emergency.
3. The city will participate in the Operational Area functional exercise this year.
4. The City will receive a per capita allocation of the total funds available to cities, dependent upon the number of cities that are participating in the EMA funding program. The city will complete the Orange County Operational Area EMA activities Form which must be attested to by the City Manager or designee. The form will be submitted to the OA Executive Board and approved before any EMA funding will be received.

City Manager Signature: _____ Date: _____

Orange County Operational Area EMA Activities Form
For the period October 1, 1998 - September 30, 1999

The City of _____ certifies that it has met the following requirements to receive an Emergency Management Assistance Program Grant:

1. The city representative attended at least half of the OCEMO meetings per year.
Name: _____
Meetings Attended (Dates): _____

2. The city activated its EOC this year for an exercise on _____,
Or the city activated its EOC for an actual emergency on _____.

3. The city participated in the Operational Area functional exercise this year by:
(check all that apply)
____activating its EOC
____providing staff for the OA EOC
____providing staff for other jurisdiction's EOCs
____providing controllers, simulators or evaluators
____participating in the OA Exercise Design Committee

4. The City anticipates receipt of \$_____, per the allocation letter received. This is a per capita allocation of the total funds available to cities, dependent upon the number of cities that are participating in the EMA funding program.

5. The city has met the state requirement for hours to be devoted to emergency management. (The State has required that a city must have at least a 50% employee [20 hours per week] devoted to emergency management.), or (if there are no state requirements), the city identified _____ as the employee who was responsible for the above criteria.

Submittal of this form is a request for approval by the OA Executive Board for disbursement of the allocated EMA funding.

Attest: _____
(City Manager or Designee)

Date: _____

ORANGE COUNTY

OPERATIONAL AREA AGREEMENT

MUTUAL AID PLAN

Addendum 3

ORANGE COUNTY OPERATIONAL AREA POLICY AND PROCEDURE

Subject:

Operational Area Emergency Operations and Mutual Aid Financing

Reference:

Operational Area Agreement Section L (2), page 19.

Background:

The Operational Area Executive Board is responsible to approve plans and procedures for the Operational Area emergency operations. It was identified that a policy to ensure OA EOC costs are controlled and allocated would be advantageous to all of the Operational Area members. In addition, it was determined that a mutual aid policy which allowed sharing of human resources beyond those covered by currently existing mutual aid agreements would be desirable both in staffing the OA EOC and other emergency response locations and organizations.

Policy:

Mutual Aid is requested and provided because it is needed to respond to an emergency, not because it is anticipated that local government will be reimbursed by state or federal disaster funds.

Any legally required Operational Area EOC activation lasting less than 12 hours will be provided at no cost to the requesting jurisdiction. Beyond this initial 12 hour activation period, all personnel and equipment costs associated with the emergency shall be the responsibility of the requesting agency, including direct, indirect and equipment costs.

Reimbursement claims will be handled by the responding jurisdiction invoicing the requesting jurisdiction for all actual costs, including direct, indirect and equipment costs. Individuals providing Mutual Aid will be responsible for maintaining their own logs time sheets, travel claims and other documentation necessary for reimbursement, this documentation will be submitted to the agency who will invoice the requesting jurisdiction.

Upon notification of the request for the activation of the OA EOC, the Operational Area Manager shall discuss the level of activation and staffing with the requesting jurisdiction. After activation, the requesting jurisdiction will also be responsible for determining whether a second shift will be necessary and the level of activation and staffing required.

Procedure:

1. The Operational Area activation procedure is found in Appendix D-1 of the Operational Area Emergency Plan.
2. The Operational Area Mutual Aid Plan is attached.

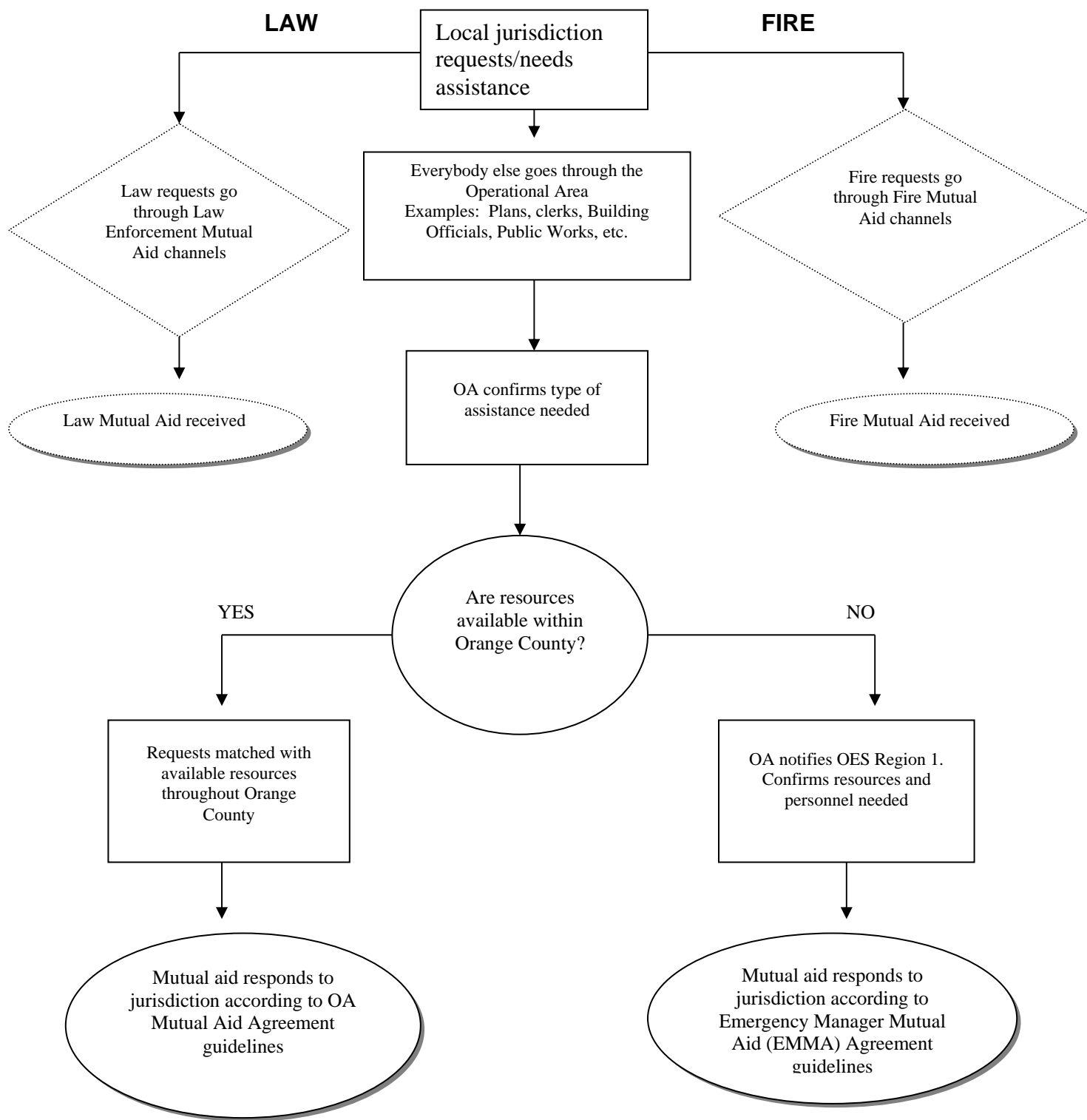
ORANGE COUNTY

OPERATIONAL AREA

MUTUAL AID PLAN

APPROVED: August 20, 1997

OPERATIONAL AREA MUTUAL AID DIAGRAM



OPERATIONAL AREA MUTUAL AID POLICY

This policy has three parts: Part One outlines the policy and procedures; Part Two contains more specific checklists; and Part Three contains forms.

PART ONE

I. Introduction

A. Purpose

The purpose of the Operational Area Mutual Aid Policy (OAMA) is to support disaster operations in the Operational Area EOC and effected Orange County jurisdictions by coordinating and providing mutual aid assistance as requested and necessary.

B. Objectives

1. Provide emergency response and management personnel to support local jurisdictions and the Operational Area.
2. Coordinate reception, assignment and training of assigned personnel.
3. Maintain the Operational Area Mutual Aid Policy.
4. Coordinate training for Operational Area response personnel through SEMS training, emergency management course work, exercises and actual emergency response.

II. Background

In 1995, an Operational Area was formed by the Orange County Board of Supervisors to meet the needs and requirements of the Standardized Emergency Management System (SEMS). All cities, special districts and the County in the County of Orange were included as potential members in this agreement, each carrying an equal vote. One of the understandings inherent in this agreement is that all political subdivisions face the potential for emergencies that exceed their capability to respond. Further, it is recognized that the protection of life, property and environment are of first importance, regardless of which jurisdiction is impacted. This policy is designed to provide detailed procedures for use of mutual aid resources within Orange County in the event of an emergency.

III. Authorities

- California Master Mutual Aid Agreement

- Sections 2400-2450 of Title 19, Division 2 of the *California Code of Regulations* (Standardized Emergency Management System)
- California Emergency Services Act
- *California Labor Code*, Section 3211.92 (Disaster Services Worker)
- Operational Area Agreement of the County of Orange and Political Subdivisions

IV. Assumptions

The Operational Area Mutual Aid Policy is based on the following assumptions:

- A. The main tenet of Mutual Aid operations is that there is full commitment of resources by the requesting jurisdiction prior to the initiation of a mutual aid request. This does not require actual exhaustion of all resources but it does anticipate full mobilization and commitment to the emergency.
- B. During a Board of Supervisor's Concurrence, a Governor's Proclamation of a State of Emergency or a Presidential Disaster Declaration, the OA Manager will designate an OAMA Coordinator. The OAMA Coordinator will facilitate coordination and assignment of OA resources.
- C. Requests for mutual aid will follow normal Mutual Aid channels consistent with the California Master Mutual Aid Agreement and SEMS.
- D. Other discipline specific Mutual Aid agreements established outside of this agreement shall take precedence over this agreement (fire, law, medical/health, etc.).
- E. Local government must use SEMS in order to be eligible for state funding of response related costs pursuant to activities identified in the California Code of Regulations. Associated costs incurred by the jurisdictions providing assistance may be eligible for reimbursement as part of "emergency protective measures." These measures are described in the National Disaster Assistance Act (NDAA) when a state of emergency has been declared, and by PL 93-288 when there is a Presidential Declaration.

V. Organization

The OAMA system is composed of emergency management and response personnel from local jurisdictions in the Orange County Operational Area.

- A. The County, cities and special districts will forward their requests for Mutual Aid to the Operational Area.
- B. The Operational Area will act as the coordination point for the County, cities and special districts within its boundaries.

- C. If a request for assistance cannot be met within Orange County, the request will be forwarded to the designated local OES Region Office.

VI. Policies and Procedures

A. General

1. Mutual Aid is requested and provided because it is needed to respond to an emergency, not because it is anticipated that local government will be reimbursed by state or federal disaster funds.
2. Any legally required Operational Area EOC activation lasting less than 12 hours will be provided at no cost to the requesting jurisdiction. Beyond this initial 12-hour activation period, all personnel and equipment costs associated with the emergency shall be the responsibility of the requesting agency, including direct, indirect, and equipment costs.
3. Mutual Aid between local jurisdictions will normally be free for the first 12-hour period, unless costs are otherwise agreed upon by both the requesting and the responding agencies. When Mutual Aid assistance between jurisdictions within the Operational Area exceeds the initial 12-hour response period, the requesting agency agrees to pay the responding agency at their actual cost, including direct, indirect and equipment costs.
4. Reimbursement claims will be handled by the responding jurisdiction invoicing the requesting jurisdiction for all actual costs, including direct, indirect and equipment costs. Individuals providing Mutual Aid will be responsible for maintaining their own logs, time sheets, travel claims, and other documentation necessary for reimbursement. This documentation will be submitted to their agency who will invoice the requesting jurisdiction.

B. Personnel

1. Minimum criteria for selection of personnel will be completion of the Introduction to SEMS course.
2. All Mutual Aid personnel will receive a general information sheet prior to being dispatched to an assignment. (See Part 3 of the Operational Area Mutual Aid Policy, Dispatch Checklist).
3. Upon arrival, the requesting jurisdiction will brief assigned personnel and provide a procedure manual, all paperwork, tools, and equipment necessary to perform OAMA tasks.
4. The requesting jurisdiction may provide identification badges to OAMA personnel upon their arrival. There is no requirement for special identification.

5. Consistent with the organizational structure of SEMS, the position of OAMA coordinator will be a part of the OA Logistics Section (Personnel Branch).

C. Liability

1. Mutual Aid personnel provided under the OAMA policy are public employees, who during disaster situations are considered Disaster Service Workers. Work-related injuries to OAMA personnel will be handled by the responding jurisdiction under Workers' Compensation that may include the Disaster Service Worker program. All public employees are considered Disaster Service Workers during disaster situations.
2. OAMA personnel act as agents of the requesting jurisdiction, who shall hold harmless the responding jurisdiction from all acts and omissions by their staff while in the services of the requester.
3. The coverage for damage to a personal or local jurisdiction's vehicle, when the vehicle is being used during an assignment, will be provided for by the requesting jurisdiction. Normal wear and tear is excluded. Any claim for damage may be included in reimbursement claims to the requesting jurisdiction.

D. Reimbursable Costs

1. Unless other arrangements are made, reimbursable time begins 12 hours after check in at the assigned Emergency Operations Center (or other assigned location). It includes all actual costs - direct, indirect and equipment costs.
2. Reimbursable travel begins 50 miles from point of departure, whether it is home or work.
3. The requesting jurisdiction is responsible for providing reasonable lodging or reimbursing the responding jurisdiction for lodging expenses. This includes food and reasonable miscellaneous expenses.

E. Procedures for Reimbursement

1. The requesting jurisdiction's Finance Section or designated agency will provide the responding personnel with all of the necessary forms for the responding jurisdiction's designated Finance Department to complete for reimbursement. Necessary instructions will be given to the responding personnel enabling them to keep accurate records.
2. The responding jurisdiction will provide expedient billing information to the requesting jurisdiction.
3. The requesting jurisdiction will process any requests for reimbursement through their Finance Section.

4. The responding jurisdiction is responsible for providing timely reimbursement for their own personnel.
5. The requesting jurisdiction will provide reimbursement to the responding jurisdiction, not to individuals.
6. Record keeping will be consistent with the conditions of the Natural Disaster Assistance Act (NDAA) and the Stafford Act (PL 93-288).

F. Training

1. All OAMA personnel available for assignment are to complete the Introduction to SEMS course or equivalent prior to being dispatched for Mutual Aid assistance. This course is available through local OES offices and the Operational Area.

VII. Responsibilities

A. All jurisdictions in the Orange County Operational Area are responsible for:

1. Reviewing and understanding the OAMA policy.
2. Identifying procedures and training staff to integrate mutual aid coordination into their emergency organization.
3. Participating in exercises at the local level and Operational Area level as well as completing necessary SEMS training.
4. Participating in the Mutual Aid program as defined by the Master Mutual Aid Agreement and this Policy.

VIII. Concept of Operations

A. Activation

1. The system can be activated for small, single-jurisdictional emergencies or for large-scale disasters involving multiple emergencies.
2. Local government requests for Mutual Aid are made to the Operational Area. The Operational Area is responsible for coordinating Mutual Aid within its area.
3. Mutual Aid requests that the Operational Area is unable to fill will be forwarded to the local designated OES Region Office.
4. During all levels of activation, local jurisdictions will coordinate information on resource utilization through the Operational Area EOC.

B. Deactivation

1. Prior to deactivation, each individual providing Mutual Aid will complete the requesting agency's deactivation paperwork, including an OAMA Exit Survey Form, and submit it to the requesting jurisdiction.
2. Each person assigned to Mutual Aid assistance will submit all reimbursement documentation to their agency's Finance Department/Finance Section. The responding jurisdiction will document all costs and invoice the requesting jurisdiction.
3. The requesting jurisdiction will process all claims for reimbursement. Reimbursement will be made directly to the responding jurisdictions, not to individuals. It is the responsibility of the responding jurisdiction to provide their personnel with timely reimbursement.
4. The OAMA Coordinator or the Logistics Section/Personnel Branch Coordinator will submit an After-Action Report, copies of the OAMA Exit Survey, and OAMA Evaluation Forms to the Operational Area Emergency Operations Center Manager with recommendations for improvements.

IX. Standardized Emergency Management System (SEMS)

The Standardized Emergency Management System (SEMS) incorporates the five functions: management/command, planning/intelligence, operations, logistics, and finance/administration, consistently from the local government level to the state level. All phases of the OAMA system are to operate consistent with SEMS regulations.

X. Appendices

- California Master Mutual Aid Agreement
- Sections 2400 - 2450 of Title 19, Division 2 of the *California Code of Regulations* (Standardized Emergency Management System - SEMS)
- *California Labor Code*, Section 3211.92 (Disaster Service Worker)
- Natural Disaster Assistance Act, Chapter 7.5 of Division 1 of Title 2 of the Government Code
- Operational Area Agreement of the County of Orange and Political Subdivisions

PART TWO

Checklists

The following checklists are provided:

- Local Jurisdiction
- Operational Area
- OAMA Coordinator

Each checklist is further divided into the following format:

- Normal day-to-day operations
- Activation for jurisdictions requesting and responding to mutual aid requests
- Deactivation

I. Local Jurisdiction

A. Normal Day-to-Day Operations

- Review the OAMA plan and familiarize yourself with the procedures.
- Brief your local officials on the benefits of OAMA.
- Obtain authority to participate in the OAMA program from your local officials.
- Review personnel and union policies regarding overtime.
- Develop and regularly update, a filing system or data base where resources available for the OAMA program can reside and be immediately accessed.
- Work with your operational area to ensure you receive information on OAMA resources in the operational area.
- Develop emergency kits for your personnel in the event they are activated (include this document in each kit). Plan for them to be self-sufficient.
- Identify roles and procedures for personnel you may receive through activation of OAMA. (Include an orientation packet with necessary forms.)
- Incorporate the use of OAMA into local exercises and drills.
- Participate in operational area or regional exercises and drills that include the use of the OAMA plan.

B. Activation (Requesting Jurisdiction)

- Declare a local emergency.
- Identify the position to be filled when making your request for mutual aid.
- Complete OASIS Resource Request Form identifying positions or tasks to be performed; describe particular skills needed to fill the position for which mutual aid is being requested. Include where and when to report and to whom. **(See Resource Request Form in Part Three)**. Submit the request through your operational area.
- Negotiate the specific terms and condition of aid with the agency providing mutual aid.
- Ensure your logistics branch has arranged for lodging and local transportation for incoming personnel. **(See OAMA Dispatch Checklist in Part Three.)**
- Provide responding OAMA personnel with orientation packet including copies of time sheets, daily activity logs, and travel claim forms. Make certain copies are available for

additional incoming personnel. **(See OAMA Check-In and Check-Out Form in Part Three.)**

- Brief responding mutual aid personnel on: the situation, their duties, support staff, who they report to, and the anticipated duration of their assignment. **(See OAMA Personnel Check-In/Check-Out in Part Three.)**
- Conduct periodic review/evaluation of assignments and make necessary adjustments. Forward changes to the OAEOC. **(See Operational Area Resources Request Tracking Form in Part Three.)**

C. Activation (Responding Jurisdiction)

- Verify that the requesting jurisdictions have declared a local emergency.
- Establish ground rules for costs, duration, and personnel assignments from requesting agency.
- Forward information and specific details to responding personnel. **(See OAMA Dispatch Checklist Form in Part Three.)**
- Inform your operational area of the mission, duration, assignment and other particulars relating to OAMA resource requests.
- Maintain records of mutual aid resources sent.
- Establish contact with the OAMA Coordinator at the Operational Area, provide status updates when personnel are dispatched and released from their assignment.

D. Deactivation (Requesting Jurisdiction)

- Prior to deactivation ensure responding personnel have completed all necessary paperwork including an OAMA Exit Survey Form. Forward a copy of the exit survey to the operational area. **(See OAMA Exit Survey Form in Part Three.)**
- Complete an OAMA Evaluation Form and forward with a copy of the After Action Report to the operational area logistics section. **(See OAMA Evaluation Form in Part Three.)**
- Follow up on all open or unresolved actions. Confirm that responding jurisdictions have been notified of appropriate agency/department (include address and phone number) where information is to be forwarded.
- Forward copies of time sheets, daily activity logs and travel claim forms to your agency's finance officer for reimbursement processing.
- Conduct exit inspection of vehicles, assure travel routes are clear. Personnel rested prior to release.

E. Deactivation (Responding Jurisdiction)

- Prior to deactivation ensure responding personnel have completed all necessary paperwork including an OAMA Exit Survey Form. **(See OAMA Exit Survey Form in Part Three.)**
- Forward copies of time sheets, daily activity logs and travel claim forms to your agency's finance officer for reimbursement processing.
- Follow up on all open assignments. Forward status report to your operational area.

II. Operational Area

A. Normal Day-to-Day Operations

- Review the OAMA plan and familiarize yourself with the procedures.
- Work with your local jurisdictions and OEMS Regional Administrator to ensure you receive information on OAMA resources in your OES region.
- Develop and update regularly, a filing system or data base where the OAMA Program resources can reside and be immediately accessed.
- Provide the OES Regional Administrator with updated information on local jurisdictions and operational area resources.
- Identify roles and procedures for personnel you may receive through activation of OAMA.
- Participate in exercises and drills of the OAMA plan.

B. Activation (Requesting Operational Area)

- Verify local jurisdiction's emergency declaration.
- Assess needs of local jurisdictions and process their requests. **(See OAMA Needs Assessment Form in Part Three.)**
- Identify the positions or tasks that need to be filled in your request for mutual aid. Include where and when to report and to whom. **(See Operational Area Resource Request Form in Part Three.)**
- Review data base to determine what personnel best fit the request.
- Contact the local jurisdiction directly if they are in your operational area to request assistance. If assistance is needed from outside your operational area, process your request through your OES Regional Administrator.
- Forward a copy of your request to your OES Regional Administrator or regional EMMA Coordinator.
- Coordinate the negotiation of the specific terms and conditions of aid with the party that will provide it.
- Ensure arrangements have been made for lodging and local transportation for incoming personnel. **(See OAMA Dispatch Checklist Form in Part Three.)**
- Upon receiving mutual aid, ensure that personnel are briefed on the situation, their duties, whom they report to, and the duration. **(See OAMA Check-In and Check-Out Form in Part Three.)**

C. Activation (Responding Operational Area)

- Establish contact with the regional OAMA coordinator or logistics branch.
- Coordinate mutual aid requests from your OES Administrative Region to local jurisdictions.
- Ensure your OES Regional Administrator is informed of your personnel availability and other particulars, in the event that the situation becomes worse and more resources are needed.
- Receive instructions and forward specifics to responding personnel. **(See OAMA Dispatch Checklist Form in Part Three.)**
- Provide updated status reports on OAMA mutual aid to regional EMMA Coordinator or Logistics Branch. **(See Operational Area Resources Request Tracking Form in Part Three.)**

D. Deactivation

- Ensure personnel, prior to departure, complete an exit survey and forward a copy of the exit interview to the EMMA Coordinator at the REOC. **(See OAMA Exit Survey and OAMA Personnel Check-In/Check-Out Forms.)**
- Ensure all documentation (including copies of time sheets, travel claims, daily logs and other supporting documentation) has been received from the responding jurisdiction and forwarded to the accounting department for processing.
- Identify areas needing improvement and include comments with your after action report to your OES Regional Administrator. **(See OAMA Evaluation Form in Part Three.)**
- Update and correct information in your data base that was lacking or incorrect.

III. OAMA Coordinator

Requests for OAMA resources will be handled by the OAEOC's Logistics Section. Depending upon the escalation of resource requests, most requests will be handled by the Personnel Branch Coordinator. When activated the position of OAMA Coordinator will be located within the EOC's Logistics Section as part of the Personnel Branch at each level of SEMS.

The Personnel Branch or OAMA Coordinator is responsible for coordinating all emergency management personnel mutual aid requests received at or within their EOC, identifying sources of personnel support, requesting and assigning personnel as needs are identified.

A. Normal Day-to-Day Operation (Non-Active Status)

- Review the OAMA plan and familiarize yourself with the procedures and the OAMA Coordinator position and duties.
- Become familiar with emergency management and response personnel within your area. Be aware of the anticipated needs and skills of people within your area.
- Assist in the development and participate in an annual exercise of the OAMA plan.

B. Activation

***Note:** During a declared emergency, when activated the OAMA Coordinator reports to the Operational Area Emergency Operations Center. The OAMA Coordinator is then assigned to the Logistics Section-Personnel Branch.*

- Check-in with the Operational Area EOC Manager and Logistics Section Chief.
- Obtain briefing on situation.
- Set up branch workstation, use kit materials and on-site supplies. Familiarize yourself with OAEOC location and personnel.
- Open and maintain branch logs.
- Establish contact with other levels of SEMS which are operational (local, operational area and region EOC's).
- Determine status of OAMA resource requests and needs. **(See OAMA Resource Needs Assessment Form in Part Three.)**
- Attend all EOC briefings and meetings.
- Coordinate with other branches and advise them of OAMA Coordinator position activation.

- Oversee recruitment process and placements. The OAMA Coordinator will ensure requesting jurisdictions have made lodging arrangements for OAMA mutual aid personnel deployed.
- Communicate with appropriate EOC to verify tracking number assignment, that recruited OAMA personnel have been assigned, OAMA Dispatch Checklist Form has been faxed, and estimated time of arrival, along with duration of assignment has been confirmed.
- Determine future personnel needs based upon situations which are predicted to occur.
- Maintain information regarding:
 - * Mutual Aid requests for personnel being processed.
 - * OAMA personnel assigned by agency/location
 - * OAMA personnel in standby status
 - * Mutual Aid requests not filled by category.
- Attend all planning meetings.
- Provide situation report and resource information to Logistics Branch Chief, and Planning/Intelligence Section. Update on a periodic basis or as the situation changes.
- Keep Logistics Section Chief apprised of OAMA personnel needed and potential emergency manager and response personnel needs. **(See Situation Summary Form in Part Three.)**
- Track OAMA personnel processed by the Logistics Branch. Controls must be established for the accountability of personnel used. When relieved from duty, personnel should be documented as released (include date and time). Maintain current status and overall placement at all times. **(See Operational Area Resource Request Tracking Form in Part Three.)**
- Maintain personnel files for OAMA personnel which the branch has recruited and conduct intake orientation. Verify that all OAMA mutual aid personnel deployed have been documented for Worker's Compensation coverage.
- Identify any operational problems and take corrective actions. If personnel issues exist consult with the Logistics Branch Chief and OAEOC Administrator to resolve.
- Ensure orientation packets are developed and provided to personnel assigned to you. Packets should include at a minimum: daily activity logs, travel claim forms, time sheets, OAMA Check-In/Check-Out Form and OAMA Exit Form.
- Distribute all forms for reimbursement to OAMA personnel assigned to your EOC level. Document all non-personnel costs. Coordinate distribution and return of cell phone, pagers and other field supplies. **(See OAMA Check-In/Check-Out Form in Part Three.)**

- Participate in action planning meetings, provide input to situation reports, share status information with Operations Section, Planning/Intelligence Section, and other branches as appropriate.
- Keep other levels of Logistics Section - Personnel Branch - OAMA Coordinators apprised of overall situation and status of resource requests.
- Evaluate the efficiencies and effectiveness of the Program. **(See OAMA Evaluation Form in Part Three.)**
- Conduct exit surveys of OAMA participants at your level and forward copies to the next appropriate level. **(See OAMA Exit Survey Forms.)**
- Brief your replacement.
- Complete After Action Comments. **(See OAMA Evaluation Form in Part Three.)**
- Develop long-range planning to identify potential problems and solutions.

C. Deactivation

- Deactivate the position and close out logs when authorized by Logistics Section Chief.
- Ensure all deactivated OAMA personnel at your level complete all paperwork including the Exit Survey Form prior to your release and departure. **(See OAMA Exit Survey Form in Part Three.)**
- Schedule and notify all personnel of the time and place for an internal critique. Ensure all personnel are notified of any After Action Critiques.
- Provide input to the internal after action critique. Document findings of internal after action critique. Develop recommendations for program improvement. Identify additional costs that need to be addressed in future activations of the system.
- Ensure all logs, action plans, and activity records are collected. Turn in all records to EOC Logistics Section Chief.
- Ensure personnel deactivated turn in all supplies. **(See OAMA Personnel Check-In/Check-Out Form.)**
- Ensure that any open actions are assigned to appropriate agency, OAEOC or REOC element for follow up.
- Complete After Action Report including local jurisdiction evaluations of personnel assigned to them and mutual aid personnel exit interviews. Provide OES Regional Administrator with copy of report.

- Update internal procedures from "lessons learned" in After Action Report.

PART THREE

Forms

This section contains the minimum number of forms that are necessary for the OAMA Program. Additional forms may be developed as this program matures through use. Specific forms are referenced in the checklists in Part Two (in **bold** parenthesis).

Forms

- Operational Request for Jurisdiction Initial Damage Report
- Jurisdiction Status Report to Operational Area
- OAMA Resource Needs Assessment Form
- OAMA Dispatch Form
- OAMA Check-In and Check-Out Form
- OAMA Exit Survey Form
- OAMA Evaluation Form
- Resource Request Form (OASIS Form #160-1/93)
- Operational Area Resource Request Tracking Form (OASIS Form #17 - 1/93)

THIS IS A DRILL

THIS IS NOT A DRILL

**OPERATIONAL AREA REQUEST FOR JURISDICTION
INITIAL INCIDENT IMPACT REPORT**

*****IMMEDIATE RESPONSE REQUIRED FROM EMERGENCY SERVICES COORDINATOR*****

FROM: County of Orange Sheriff-Coroner/Emergency Management

Phone: 714) 628-7055 or 628-7060

FAX: (714) 628-7154

DUE TO _____ the Operational Area EOC has been activated as of
(date) _____ (time) _____. Immediate response to the following is required from all Orange County
Jurisdictions.

Date: _____ Time: _____

Jurisdiction Name: _____

Contact Name: _____ Phone: _____

Dir. of Emerg. Svcs. Name: _____ Phone: _____

THIS JURISDICTION'S EOC IS IS NOT ACTIVATED AT THIS TIME

EOC PHONE: _____ FAX: _____

THIS JURISDICTION HAS HAS NOT BEEN IMPACTED

Impact is: Major Moderate Minor Routine

Prognosis: ☐ No Change ☐ Worsening ☐ Improving

Details Attached: Fact Sheet Map Other _____

LOCAL EMERGENCY DECLARED OR BEING CONSIDERED: **Yes NO**

REQUEST FOR OPERATIONAL AREA EMERGENCY DECLARATION: **Yes NO**

REQUEST FOR GOVERNOR'S DECLARATION: **Yes NO**

REQUEST OA EOC BE ACTIVATED: **Yes NO**

REQUEST OA EOC TO STANDBY: **Yes NO**

THE FOLLOWING RESOURCES ARE:

NEEDED			AVAILABLE		
Fire	Public Works	Medical/Health	Fire	Public Works	Medical/Health
Police	Bldg. Inspectors	<input type="checkbox"/> Mental Health	Police	Bldg. Inspectors	<input type="checkbox"/> Mental Health
Dispatch	PIO	Shelter	Dispatch	PIO	Shelter
EOC Staff	Other _____		EOC Staff	Other _____	

FAX IMMEDIATELY TO OA EOC AT (714) 628-7154

THIS IS A DRILL

THIS IS NOT A DRILL

**JURISDICTIONAL STATUS REPORT
TO THE OPERATIONAL AREA**

*****IMMEDIATE RESPONSE REQUIRED BY OPERATIONAL AREA*****

CONTROL ONE SUPERVISOR
(714) 628-7008

OA EOC FAX
FAX: (714) 628-7154

Date: _____ Time: _____
Jurisdiction Name: _____
Contact Name: _____ Phone: _____
24 Hour Phone: _____ Phone: _____
Alternate Contact: _____ Phone: _____

Due to: _____ our EOC has been
activated as of (date) _____ (time) _____. Immediate
acknowledgment of the following report is required from the Operational Area.

THIS JURISDICTION HAS HAS NOT BEEN IMPACTED AT THIS TIME

Impact is: Major Moderate Minor Routine

Damage report and details are: Attached To be sent later

Prognosis: ☐ No Change ☐ Worsening ☐ Improving

Deaths: ☐ Yes ☐ No ☐ Unknown **Injuries:** ☐ Yes ☐ No ☐ Unknown

LOCAL EMERGENCY DECLARED OR BEING CONSIDERED: **Yes NO**

REQUEST FOR OPERATIONAL AREA EMERGENCY DECLARATION: **Yes NO**

REQUEST FOR GOVERNOR'S DECLARATION: **Yes NO**

REQUEST COUNTY EOC BE ACTIVATED: **Yes NO**

REQUEST COUNTY EOC TO STANDBY: **Yes NO**

THE FOLLOWING RESOURCES ARE:

NEEDED			AVAILABLE		
Fire	Public Works	Medical/Health	Fire	Public Works	Medical/Health
Police	Bldg. Inspectors	<input type="checkbox"/> Mental Health	Police	Bldg. Inspectors	<input type="checkbox"/> Mental Health
Dispatch	PIO	Other _____	Dispatch	PIO	Other _____

FAX IMMEDIATELY TO OA EOC AT (714) 628-7154

OAMA RESOURCE NEEDS ASSESSMENT

Please contact the next level of SEMS to determine possible personnel needs/availability. (Region to Operational Areas; Operational Area to local jurisdictions and special districts.)

Emphasize to personnel contracted this **does not** place them on standby. **THIS IS ONLY A QUERY.**
 Note: This is only a suggested list of position availability.

POSITIONS

Please indicate below the number of personnel available (a#)/or needed (n#) alongside of SEMS position. Additional availability or needs can be listed in the blank space.

<input type="checkbox"/> Local EOC Management _____ <input type="checkbox"/> Safety Officer _____ <input type="checkbox"/> Liaison Officer _____ <input type="checkbox"/> _____ <input type="checkbox"/> Local EOC Operations _____ <input type="checkbox"/> HazMat Branch Coordinator _____ <input type="checkbox"/> Field Rep. _____ <input type="checkbox"/> _____ <input type="checkbox"/> Local EOC Planning/Intelligence _____ <input type="checkbox"/> Situation Status & analysis Unit _____ <input type="checkbox"/> Advance Planning Unit _____ <input type="checkbox"/> Demobilization Unit Coordinator _____ <input type="checkbox"/> _____ <input type="checkbox"/> Local EOC Finance/Administration _____ <input type="checkbox"/> DSR Record-keeping Unit Coordinator _____ <input type="checkbox"/> _____ <input type="checkbox"/> Local EOC Logistics _____ <input type="checkbox"/> OAMA Coordinator _____ <input type="checkbox"/> _____ <input type="checkbox"/> Local EOC Public Information Officer _____ <input type="checkbox"/> Rumor Control Unit _____ <input type="checkbox"/> Media Liaison _____ <input type="checkbox"/> _____ <input type="checkbox"/> Local EOC Technical Advisor (Specialty) _____ <input type="checkbox"/> Damage Assessment Unit Leader _____ <input type="checkbox"/> Hazard Mitigation Assistant _____ <input type="checkbox"/> Recovery Process Unit Leader _____ <input type="checkbox"/> Human Resource Unit Leader _____ <input type="checkbox"/> _____	<input type="checkbox"/> OA EOC Management _____ <input type="checkbox"/> Safety Officer _____ <input type="checkbox"/> Liaison Officer _____ <input type="checkbox"/> _____ <input type="checkbox"/> OA EOC Operations _____ <input type="checkbox"/> Field Rep. _____ <input type="checkbox"/> _____ <input type="checkbox"/> OA EOC Planning/Intelligence _____ <input type="checkbox"/> Safety Officer _____ <input type="checkbox"/> Liaison Officer _____ <input type="checkbox"/> _____ <input type="checkbox"/> OA EOC Finance/Administration _____ <input type="checkbox"/> Time Unit _____ <input type="checkbox"/> Purchasing Unit _____ <input type="checkbox"/> Compensation Unit _____ <input type="checkbox"/> _____ <input type="checkbox"/> OA EOC Logistic _____ <input type="checkbox"/> OAMA/EMMA Coordinator _____ <input type="checkbox"/> _____ <input type="checkbox"/> OA EOC PIO _____ <input type="checkbox"/> Rumor Control Unit _____ <input type="checkbox"/> Medial Liaison _____ <input type="checkbox"/> _____ <input type="checkbox"/> OA EOC Technical Advisor (Specialty) _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____
---	--

OAMA EXIT FORM

(Incident Name)

To assist us with the evaluation of the effectiveness of this program, please take a few minutes to fill out the following information. This information will be used to improve the Operational Area Mutual Aid Program for future disasters.

Name: _____ Title: _____

Agency: _____

Date Assignment began: _____ Release Date and Time: _____

Assigned position or function (if more than one please indicate): _____

Where your skills appropriate for your assignment? (if not indicate what skills/knowledge would be more effective)

What additional training or orientation would be helpful in performing this function?

What key topics should be covered in the After-Action Report?

Please add any additional comments on the back of this form. Thank you for taking the time to complete this form.

RETURN THIS FORM TO THE LOGISTICS SECTION

OAMA EVALUATION FORM

(Incident Name)

To assist us with the evaluating the effectiveness of this program, please take a few minutes to fill out this questionnaire. The information provided here will be used to make improvements in the OAMA program for future response to disasters. Thank you for taking the time to complete this form.

EMERGENCY MANAGEMENT OR RESPONSE PERSONNEL ASSIGNED TO YOUR FACILITY

Name	Title	Agency
------	-------	--------

What types of emergency management assistance provided to your operations did you find most helpful?

What types of assistance did you find least helpful?

What functions of your agency would most likely be in need of OAMA support? Indicate whether it would be in the response or recovery operations?

How did you learn about the availability of OAMA assistance?

How well did the skills/knowledge of the person assigned to you match your needs?

What aspects of the mutual aid process worked well?

What aspects of the mutual aid process did now work well and how would you improve this process?

Which disaster response issues, functions, or roles do you believe the OAMA program should focus on for planning mutual aid response to future disasters?

Additional comments (Please use the back of this sheet or a second page)

Please mail or fax your response to the Operational Area Manager

OAMA DISPATCH CHECKLIST

NAME: _____ AGENCY _____

BUSINESS ADDRESS: _____ PHONE () _____

FAX () _____

PAGER/CELL PHONE () _____

CONTACT PERSON (for emergency purpose only)

NAME _____ Relationship _____ PHONE () _____

ASSIGNMENT INFORMATION

INSTRUCTIONS: *The following information is to be completed by the requesting jurisdiction, faxed to the responder, and the Operational Area Logistics Section. The Operational Area will fax to the OES Region.*

Date/Time Assignment begins _____ Release Date (anticipated) _____

Assignment/Agency _____ Position _____

Location _____ Address _____

Report to: _____ Phone No. () _____
(Person or Position)

Operational Area Contact _____ Phone No. () _____

Travel Arrangements: (When this part is completed fax to responding OAMA personnel)

To be made by _____ Responder _____ Requesting Jurisdiction

Transportation by _____ Car _____ Plane _____ Other _____

Directions (should include map with location marked and written directions)

Flight Schedule

Lodging Information

Facility _____ Confirmation No. _____

Address _____ Contact Person _____

Phone No. () _____

SPECIAL COMMENTS (see back side or second page)

OAMA CHECK-IN AND CHECK-OUT FORM

(Incident Name)

NAME: _____ AGENCY _____ LODGING FACILITY ADDRESS: _____ Date duty began: _____ Assignment (position or function; list all with corresponding beginning and release times) _____ _____ Location: _____ _____ _____	PHONE () _____ FAX () _____ PAGER/CELLPHONE () _____ Release date and time: _____
---	--

EQUIPMENT AND SPECIAL ITEMS CHECK OFF

Items	Date Issued	Date Returned
EQUIPMENT		
Identification Badge	_____	_____
Cellular Phone	_____	_____
Pager	_____	_____
Computer	_____	_____
Parking Pass	_____	_____
Other Passes	_____	_____
_____	_____	_____
_____	_____	_____
Credit Cards (s)/No.	_____	_____
_____	_____	_____
_____	_____	_____
Car and Keys	_____	_____
Vehicle No. _____	_____	_____
Other Equipment	_____	_____
_____	_____	_____
FORMS		
Orientation Packet	_____	_____
Time Sheets	_____	_____
Daily Activity Logs	_____	_____
Expense	_____	_____
Claim/Documentation	_____	_____
EMMA Exit Survey Form	_____	_____

OPERATIONAL AREA RESOURCES REQUEST TRACKING FORM

[illegible]

RESOURCES REQUEST FORM				OASIS Form #160
Request Taken By: _____		Emergency Function: _____		
1. Date/Time	2. Local Ref. No.:	2.1 OA No.:	Region No.:	
3. Requestor Information: Name: _____ Agency: _____ Emergency Function: _____ Telephone #: _____ <div style="display: flex; justify-content: space-between; font-size: small;"> Day Night Pager, Fax, Other </div>				
4. Resources Requested: (Number & Type)				
5. Reason Resources Requested (What's the Mission?)				
6. Importance (circle one): Life Saving Life Sustaining Property Threatened Routine				
7. Date/Time Needed:		7.1 Duration Needed:		
8. Location resources Needed:		9. Name: _____ Agency: _____ Telephone #: _____ <div style="display: flex; justify-content: space-between; font-size: small;"> Day Night Pager, Fax, Other </div>		
8.1 Deliver to: (If Different from #8)				

TO BE COMPLETED BY MUTUAL AID/RESOURCES COORDINATOR HANDLING REQUEST

10. Your Name		10.1 Date/Time	
11. OA No.:	12. Notify Region:	Date:	Time:
13. Agency Providing Resources	13.1 Contact Name/ Telephone #:	13.2 Resources Provided	13.3 ETA Date/Time

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

DATED: _____

(City or Jurisdiction)

BY _____

ATTEST:

By: _____

Date _____

NOTICE TO _____ TO BE GIVEN TO:

City/Jurisdiction

Name

City/Jurisdiction

Address

City/State/Zip

FAX Number

APPROVED AS TO FORM:

Dated _____

19 CCR § 2409

§ 2409. Operational Area Level.

(a) "Operational Area Level" means an intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county area. Each county geographic area is designated as an operational area. An operational area is used by the county and the political subdivisions comprising the operational area for the coordination of emergency activities and to serve as a link in the system of communications and coordination between the state's emergency operation centers and the operation centers of the political subdivisions comprising the operational area, as defined in Government Code s8559(b) & s8605. This definition does not change the definition of operational area as used in the existing fire and rescue mutual aid system.

(b) All local governments within the county geographic area shall be organized into a single operational area by December 1, 1995, and the county board of supervisors shall be responsible for its establishment.

(c) The operational area authority and responsibility under SEMS shall not be affected by non-participation of any local government(s) within the operational area.

(d) The county government shall serve as the lead agency of the operational area unless another member agency of the operational area assumes that responsibility by written agreement with county government.

(e) The lead agency of the operational area shall:

(1) Coordinate information, resources and priorities among the local governments within the operational area.

(2) Coordinate information, resources and priorities between the regional level and the local government level. Coordination of fire and law enforcement resources shall be accomplished through their respective mutual aid systems.

(3) Use multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities.

(f) The operational area EOC shall be activated and SEMS used as described in the SEMS Organizational Levels and Functions (s2403) when any of the following conditions exists:

(1) A local government within the operational area has activated its EOC and requested activation of the operational area EOC to support their emergency operations.

(2) Two or more cities within the operational area have declared or proclaimed a local emergency.

(3) The county and one or more cities have declared or proclaimed a local emergency.

(4) A city, city and county, or county has requested a governor's proclamation of a state of emergency, as defined in Government Code s8558(b).

(5) A state of emergency is proclaimed by the governor for the county or two or more cities within the operational area.

(6) The operational area is requesting resources from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement.

(7) The operational area has received resource requests from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement.

Note: Authority cited: Section 8607(a), Government Code. Reference: Sections 8607(a), 8558(c), 8559(b), 8605, 8561, 8616, 8617, 8618, Government Code.

HISTORY

1. New section filed 8-3-94; operative 9-2-94 (Register 94, No. 31).

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

DATED: June 17, 2020

Municipal Water District of Orange County
(City or Jurisdiction)

BY _____

Robert Hunter

General Manager

ATTEST:

By: _____

Maribeth Goldsby

District Secretary

Date June 17, 2020

NOTICE TO MUNICIPAL WATER DISTRICT OF ORANGE COUNTY TO BE GIVEN TO:

City/Jurisdiction

General Manager

Name

Municipal Water District of Orange County

City/Jurisdiction

18700 Ward Street

Address

Fountain Valley, CA 92778

City/State/Zip

714-964-9389

FAX Number

APPROVED AS TO FORM:

Dated _____



ACTION ITEM

June 17, 2020

TO: Board of Directors

FROM: **Planning & Operations Committee**
(Directors McVicker, Yoo Schneider, Dick)

Robert Hunter, General Manager

Staff Contact: Karl Seckel,
Charles Busslinger

**SUBJECT: APPROVAL OF AMP CAPACITY FLOW WAIVERS FOR YORBA LINDA
WD AND EOCWD DUE TO PFAS IMPACTS TO WELLS**

STAFF RECOMMENDATION

Staff recommends the Board of Directors approve/grant the AMP capacity flow waivers as presented.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

MWDOC has the obligation to enforce both the Allen McColloch Pipeline (AMP) Sales Agreement and the AMP Proceeds Agreement; these two separate agreements designated the terms and conditions for the transfer/sale of the AMP from the local agencies to MET in 1995.

One of the provisions of the Proceeds Agreement (excerpt attached) was for MWDOC and the AMP Participants to limit the capacity usage on the AMP by each participant to the capacity they held in the AMP at the time of transfer of the facility to MET. Below are the capacities from Exhibit B of the AMP Proceeds Agreement, reorganized for agency consolidations that have occurred since that time.

Budgeted (Y/N): n/a	Budgeted amount: n/a	Core __	Choice ✓
Action item amount:		Line item: Falls under the AMP Budget for enforcement of the AMP Sale and the AMP Proceeds Agreements	
Fiscal Impact (explain if unbudgeted):			

AMP Participant Agency	Reach D1
YLWD	30.04
Anaheim	28.72
Orange	22.74
EOCWD	9.57
IRWD	70.67
MNWD	83.77
ETWD	26.33
SMWD	124.46
TCWD	4.01
San Juan Capistrano	4.91
San Clemente	6.87
SCWD	3.90
	415.99

Section 3.06 (starting on page 20 of the AMP Proceeds Agreement) explains the financial implications for exceeding peak day capacity usage on the AMP, and includes a provision allowing MWDOC to **“not consider peak flows resulting from emergency situations, inadvertent flow changes or operational adjustments required by Metropolitan or other agencies” (see attachment).**

Since 1995, MWDOC has provided approximately ten “waivers” for agencies who exceeded their peak day AMP capacity or who might exceed their AMP capacity if a situation was known in advance. This has primarily occurred when local facilities were; out of operation due to an emergency, construction work impacting facilities, or due to planned shutdowns. Some waivers have been requested in advance and then were subsequently not needed. In emergency events, the flow exceedance may have occurred and then MWDOC notified the AMP Participants of the event to see if they had any concerns. There was also a waiver at one point to allow more in-lieu storage water to be taken by agencies to increase the groundwater storage in the OC Basin.

MWDOC was approached by YLWD whose wells have been impacted by PFAS to request a waiver for the summer months in case they peak above their 30.04 cfs of capacity in the AMP. The typical procedure when these events occur is to notify the AMP Participants and inform them of the event or the potential event and provide time to respond back to MWDOC staff. The AMP Participants were notified by email on May 11, 2020 and were asked to respond to MWDOC staff with any concerns. AMP Participants were also informed that this item would be formally considered by MWDOC’s P&O Committee and the MWDOC Board as follows to allow any of the AMP Participants to voice their opinions:

- June 1, 2020 at MWDOC’s P&O Committee
- June 17, 2020 at MWDOCC’s Board meeting

In discussions with YLWD staff, MWDOC staff suggested that the PFAS impacts meet the requirements of section 3.06 and that staff will be recommending approval of the flow waiver. Depending on the weather, the capacity exceedance may occur prior to the official action.

MWDOC staff also held similar discussions with EOCWD. They have also been impacted by PFAS along with several of the agencies they serve. EOCWD indicated they would like to be included in the same waiver as YLWD, in case their demands increase from their member agencies due to PFAS impacts.

Other questions MWDOC staff has received in recent years are whether or not the AMP Sale Agreement and the AMP Proceeds Agreement have expired; or if not, when they will expire? Staff has requested that MWDOC's Legal Counsel provide a formal legal opinion on these questions. The opinion will be provided to the MWDOC Board and the AMP Participants for consideration within the next month or two.

BOARD OPTIONS

Option #1: Approve/grant the flow waivers

Fiscal Impact: Should the AMP Participants not take issue with the temporary exceedances until appropriate measures can be instituted to remove PFAS from groundwater – None.

Should AMP Participants take issue with the temporary exceedances, then further analysis is required to determine the financial impact.

Business Analysis: Impacts of PFAS on OC Basin producers came on relatively suddenly and producers have not had sufficient time to retrofit their operations to remove PFAS.

Option #2: Do Not approve/grant the flow waivers

Fiscal Impact:

- Cost to YLWD for Reach D1 escalated at 4% (1993 to 2020) = \$106,684 per CFS, for each CFS rounded to the nearest CFS of exceedance.
- Cost to EOCWD for Reaches D1 through D5 escalated at 4% = \$559,740 per CFS, for each CFS rounded to the nearest CFS of exceedance.

Business Analysis: Should the Board determine that PFAS does not meet the definition of an emergency in the AMP Proceeds Agreement, then the above costs would be divided among the other AMP Participants, based on which agencies are not using their full capacity in the AMP.

STAFF RECOMMENDATION

Option # 1

Agreement, and all other documents connected therewith, the services of consultants and staff time ("Negotiation Costs") shall be allocated among the Participants and Leasing Agencies on the basis of their cfs-foot ownership under the Adjusted Capacities (as shown on Exhibit "B"). At the Closing Date, upon receipt of the Initial Payment from Metropolitan, MWDOC shall determine the total Negotiation Costs to be reimbursed to MWDOC and shall calculate each Participant's and Leasing Agency's share of said Negotiation Costs. MWDOC shall deduct each Participant's and Leasing Agency's share of the Negotiation Costs from its share of the Initial Payment prior to distribution or, with respect to those Leasing Agencies with a negative RPOI, shall either add such Participant's or Leasing Agency's share of the Negotiation Costs to its lump-sum payment under Section 3.02 or invoice the Participant or Leasing Agency separately for such share of the Negotiation Costs which will be paid within sixty (60) days of such invoice. In the event all of the Negotiation Costs to be reimbursed to MWDOC have not been determined at the time of the first distribution of Sale Proceeds, deductions and invoices for the remaining Negotiation Costs will be made at the time of subsequent distributions of sale proceeds.

section 3.06. Readjustment of Capacities.

During the term of this Agreement and until such time as Metropolitan augments the capacity of the AMP in any manner, including, but not limited to, construction of the Diemer Pump Station or other capital facility, MWDOC shall monitor each

Participant's and Leasing Agency's usage. At any time prior to augmentation of capacity in the AMP by Metropolitan, any Participant or Leasing Agency whose peak day flow exceeds its Adjusted Capacity, shall be required to pay for an additional full cubic foot per second (cfs) of capacity for the amount by which it exceeded its Adjusted Capacity rounded to the nearest cfs.

For purposes of determining whether a Participant or Leasing Agency has exceeded its capacity, MWDOC shall not consider peak flows resulting from emergency situations, inadvertent flow changes or operational adjustments required by Metropolitan or other agencies. The Peak Flow shall be defined as the most recent three-year moving average peak day flow in each reach of the AMP.

calculation of payment for use of additional capacity will be made in the same manner as Section 3.02, except that the price of capacity shall be escalated from 1993 to the year in which the readjustment is made at the annual interest rate of 4.0% and payment shall be made in cash at the time of the readjustment.

The readjustment of capacities hereunder and the payments shall not affect the Participants' and Leasing Agencies' RPOI or Debt Service Payments as provided herein. Payment for additional capacity purchases and the readjustment of capacities shall be shared among Participants and Leasing Agencies using less than their Adjusted Capacities in proportion to unused capacity calculated on the most recent three-year moving average of actual flows compared to the Adjusted capacities on a cfs-foot weighting system. Notwithstanding the reallocation provided herein, any

Participant or Leasing Agency may elect to forego any portion of the readjustment payment and retain the full amount of its Adjusted Capacity allocation. After Metropolitan completes any project which augments the capacity of the AMP in any amount, no further readjustment of capacity shall be made.

ARTICLE IV

OBLIGATIONS OF MWDOC

Section 4.01 Administration-of Proceeds Allocation.

MWDOC shall be responsible for and shall perform or provide for the performance of all functions necessary to administer the collection and allocation of funds under this Agreement. Said functions shall include:

- (a) Calculation of all amounts due from each Financing Participant at each rental payment date and notification of each Financing Participant of the amount and payment instructions thereof at least ten (10) days prior to the payment date.
- (b) Receipt of each installment payment from Metropolitan to be paid to MWDOC.
- (c) Calculation and distribution of each Participant's and Leasing Agency's share of Sale Proceeds based upon their RPOI and collection of the payments due from those Participants and Leasing Agencies with negative RPOIs.
- (d) Monitor peak day usage as provided in Section 3.06 and calculate readjusted capacities, and payments due to and from each Participant and Leasing Agency for the readjustment of

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

Fiscal Year 2019-20

***Sole Source Procurement Justification
for Projects under \$25,000****



- A. Supplier Information/Name of Company and Prime Contact at the Supplier and at MWD OC: Agendum Ventures/Sean Fitzgerald
- B. Contract awards to Supplier over prior 36-months: None
- C. Product(s) or Service(s) to be provided and Deliverables: Creation and Placement of Future of Orange County Water Advertorial in Orange County Register.
- D. Justification Definition – Only Newspaper in Orange County.
- E. Narrative Explanation: Vendor/Consultant offered creation and placement of 13 page Sponsored Content in Sunday Newspaper. Several Member Agencies participated in the opportunity to be featured during Water Awareness Month in May. All of the participating agencies also receive printed and digital copies including creative files for future use.
- F. Budget Line Item Reference & Amount: Cost Center 32- 7040 Advertising \$10,000
- G. Core or Choice designation: CORE
- H. Signature/Approvals:

Damon Micalizzi

5/19/20

Requestor

Date

Rafael J. Smith

5/19/20

General Manager

Date

* Projects over \$25,000 must go to a Committee of the Board.

** Possible justifications include but are not limited to: Only qualified bidder; Proprietary item; Urgent necessity; Bid process did not produce competitors; Governmental agency, association or Utility; Prior phase of professional services contract completed successfully by same Consultant; and Special technical expertise by Consultant for tasks desired.

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ENGINEERING & PLANNING	
Doheny Ocean Desalination Project	<p>South Coast Water District (SCWD) continues working on the project:</p> <ul style="list-style-type: none"> • SCWD submitted their NPDES permit application on March 13, 2020. SCWD anticipates approval of the NPDES permit in the Fall 2020. The next step would be the Coastal Commission with a permit anticipated in Feb 2021. • Work is progressing on the Financial Analysis for a 2 mgd and 5 mgd scenario. A workshop is currently being planned. • Work is also progressing on an Alternative Energy Study for the project. A draft report for SCWD staff review is expected in May 2020. <p>SCWD staff is now also proposing to evaluate alternative project options that meet reliability benefits for SCWD similar to the Doheny Desalination Project, along with reducing overall life-cycle costs in light of the uncertain economic situation moving forward due to the COVID-19 pandemic.</p> <p>The Doheny Desalination Project is currently sized at a capacity of up to 5 MGD, which exceeds SCWD's average potable water demand expected during emergency situations. SCWD has only received interest from SMWD for about 1 mgd of supply from Doheny. This leaves South Coast with potential capacity for others in a 5 MGD facility. Based on this, along with regional financial hardships caused by the COVID-19 pandemic and potential economic recession, SCWD believes that it is necessary to consider alternative, and potentially lower cost project options, to utilize and potentially expand existing assets as a means to meet their reliability needs.</p> <p>This new study will review design parameters and existing conditions at SCWD's existing Groundwater Recovery Facility (GRF), to obtain a comprehensive understanding of actual production capacity of the GRF and current limitations and reliability concerns. A range of additional water production volumes needed to maintain emergency reliability for SCWD will be developed. Current estimates are that 1.2 to 2.2 mgd of additional reliability will be needed for SCWD based on a GRF production volume of 0.8 mgd.</p>
SMWD San Juan Watershed Project	<p>Santa Margarita WD continues to focus on diversifying its water supply portfolio for south Orange County residents, businesses, schools, and visitors through the San Juan Watershed Project.</p> <p>The original project had three Phases; Phase 1 was three rubber dams recovering about 700 AFY; Phase 2 added up to 8 more rubber dams with the introduction of recycled water into the creek to improve replenishment of the basin for up to 6,120 AFY, and Phase 3 added more recycled water topping out at approximately 9,480 AFY. Under this arrangement, most or all of the production and treatment involved the existing San Juan Groundwater Desalter with expansions scheduled along the way to increase production beyond 5 mgd. Fish passage and regulatory hurdles to satisfy subsurface travel time requirements are being tackled.</p>

	<p>SMWD is working with the Ranch on the next phase of development within SMWD and have access to riparian groundwater from the Ranch. Furthermore, they have discovered that the local geology has high vertical percolation rates and sufficient groundwater basin travel time to potentially allow percolation of treated recycled water with an ability to meet the required travel time. SMWD is of opinion that groundwater production and treatment of the groundwater can be initiated in a relatively short time-frame while permitting for percolation augmentation using recycled water from the nearby Trampas reservoir can be added as permitting allows. SMWD believes the new project area may be able to ultimately produce 4,000 to 5,000 AF per year; they believe the original project will continue to be developed for production out of the wells and treatment provided by San Juan Capistrano as the two agencies merge. Ultimate production out of the basin could exceed 10,000 AF per year if all goes well.</p>
Local Supply Integration	<p>On May 21, 2020, the MWDOC Board approved the staff recommendation to authorize the General Manager to enter into a professional services agreement with Black & Veatch to build and calibrate an OC regional distribution hydraulic model. Black & Veatch proposes to complete the hydraulic model before the end of the calendar year.</p>
South Orange County Emergency Service Program	<p>MWDOC, IRWD, and Dudek have completed the study to determine if the existing IRWD South Orange County Interconnection capacity for providing emergency water to South Orange County can be expanded and/or extended beyond its current time horizon of 2030.</p> <p>Dudek participated in the November 6, 2019 SOC workshop to re-engage with the SOC agencies on this project. Support from the agencies was expressed to take a small next step to install Variable Frequency Drives at a pump station within IRWD which would be paid for by SOC to help move water from the IRWD system to SOC in an emergency. The Variable Frequency Drives will provide more flexibility to the IRWD operations staff to allow additional water to be sent to SOC while meeting all of the IRWD needs.</p>
Strand Ranch Project	<p>MWDOC and IRWD are continuing to exchange ideas on how to implement the program to capture the benefits that can be provided by the development of “extraordinary supplies” from the Strand Ranch Project. Staff from MWDOC and IRWD are continuing to discuss methods of quantifying the benefits of the program.</p>
Poseidon Resources Huntington Beach Ocean Desalination Project	<p>The Santa Ana Regional Water Quality Control Board (SARWQCB) continues to work with Poseidon on renewal of the National Pollutant Discharge Elimination System (NPDES) Permit for the proposed HB Desalination Project.</p> <p>The renewal of the NPDES permit for the proposed desalination facility requires a California Water Code section 13142.5(b) determination in accordance with the State’s Ocean Plan (a.k.a. the Desalination Amendment). To make a consistency determination with the Desalination Amendment, the Regional Board is required to analyze the project using a two-step process:</p>

1. Analyze separately as independent considerations, a range of feasible alternatives for the best available alternative to minimize intake and mortality of all forms of marine life:
 - a. Site
 - b. Design
 - c. Technology
 - d. Mitigation Measures
2. Then consider all four factors collectively and determine the best combination of feasible alternatives.

Regional Board staff reviewed hundreds of documents and input from both an independent reviewer and a neutral 3rd party reviewer to develop Tentative Order R8-2020-0005.

The key areas required by the Ocean Plan on which the Santa Ana Water Board is required to make a determination, includes:

- Facility onshore location;
- Intake considerations including subsurface and surface intake systems;
- **Identified need for the desalinated water;**
- Concentrated brine discharge considerations;
- Calculation of the marine life impacts; and
- Determination of the best feasible mitigation project available.

In evaluating the proposed project, Santa Ana Regional Board staff interpreted “the identified need for the desalinated water” as whether or not the project is included in local area water planning documents, rather than a reliability need as analyzed in the OC Water Reliability Study. The Regional Board staff referenced several water planning documents; Municipal Water District of Orange County’s (MWDOC) 2015 Urban Water Management Plan (UWMP), the OC Water Reliability Study, OCWD’s Long Term Facilities Plan, and other OCWD planning documents in their evaluation of Identified Need.

On December 6, 2019, SARWQCB, Regional Board staff conducted a workshop in Huntington Beach that was heavily attended with a considerable range of views expressed at the meeting. Several of the SARWQCB members were somewhat confused about the evaluation of “Identified Need” for the project (inclusion in local water planning documents vs. an identified reliability need for the project) and requested staff to help them understand the issue better.

On May 15, 2020, SARWQB held a second workshop, which focused on the identified need for the desalinated water and marine life mitigation requirements. Karl Seckel presented to the Regional Board on a number of

	<p>topics including: MWDOC's role in Orange County, alternative definitions of "need" for a water supply project and the role of water agencies, Urban Water Management Plans, non-mandated planning documents, and what was and was NOT in the 2018 OC Water Reliability Study.</p> <p>Assuming success at the Regional Board in July, Poseidon would then seek its final permits from the California Coastal Commission (CCC). The CCC has committed to reviewing the permit within 90 days of the SARWQCB NPDES permit issuance.</p>
Trampas Canyon Dam and Reservoir	<p>Trampas Canyon Reservoir and Dam (Trampas Reservoir) is a seasonal recycled water storage reservoir, with a total capacity of 5,000 AF, of which 2,500 AF is available to meet Santa Margarita Water District's projected base recycled water demands, and 2,500 AF to meet future water supply needs. When completed, the Trampas Reservoir will allow SMWD to store recycled water in the winter and draw on that water during the peak summer months.</p> <p>The construction of the Trampas Canyon Recycled Water Seasonal Storage Reservoir consists of three main components:</p> <ol style="list-style-type: none"> 1. Trampas Canyon Dam (Dam) 2. Conveyance facilities to transport recycled water into and out of the Reservoir (Pipelines) 3. Trampas Canyon Pump Station (Pump Station) <p>The construction of the facilities is being completed in three phases:</p> <ol style="list-style-type: none"> 1. Preconstruction/Site Preparation for the Dam and Pump Station Construction <ol style="list-style-type: none"> a. Project Status - Complete 2. Dam and Pipelines <ol style="list-style-type: none"> a. Project Status - The Construction Contract was awarded in December 2017 and is approximately 85% complete. 3. Pump Station <ol style="list-style-type: none"> a. Project Status - The pump station construction began in January 2020 and will continue through September. <p>The project is currently projected to conclude at or before early-October 2020.</p>
AMP Shutdown in 2021 to Replace PCCP Sections	<p>MWDOC staff was notified that the recent internal inspection of the AMP which included an electromagnetic surveys of the pipeline revealed two pipe segments with increased wire breaks within the PCCP portion South of OC-70. Metropolitan Engineering considers this section of the pipeline high-risk which will require relining. The minimum relining length needed would be approximately 1,000 feet, which would require a minimum 1-month shutdown only South of OC-70. A longer shutdown duration would allow Metropolitan to reline approximately 3,300 feet, which would reduce the number of shutdowns needed for future relining of the entire PCCP portion of the AMP and would</p>

	<p>reduce the overall construction and shutdown costs. MET had originally scheduled the AMP PCCP relining to begin in about 5 years, but based on the survey, the relining of this initial section has been accelerated.</p> <p>MWDOC staff coordinated a meeting with all AMP participants on May 13, 2020 to discuss the options for the proposed shutdown.</p> <p>Due to scheduling issues, MET staff has indicated the relining project will not be able to start until June 2021 at the earliest. MWDOC staff will coordinate with MET to move this to the Fall of 2021.</p> <p>Staff will continue working with affected agencies and will keep both the Board and the AMP Participants informed as more information becomes available.</p>
Other Shutdowns	<p>MET is planning a relining of the Orange County Feeder from Bristol Ave to Corona Del Mar – this is the last section of this pipeline to be lined.</p> <p>MET has scheduled a shutdown of the Second Lower Feeder just below the Diemer Treatment Plant because a recent pipeline survey identified increased wire breaks in the PCCP sections that require an accelerated replacement schedule. The shutdown is scheduled for June 22, 2020 through September 7, 2020 and will impact Golden State Water Company’s service connection OC-56. MWDOC and GSWC have been coordinating with MET on this proposed shutdown.</p> <p>SCWD is planning a rehabilitation project for their CM-10 service connection in early 2021. We are coordinating with MET and SCWD so the above referenced AMP shutdown and this project do not overlap.</p>
Meetings	
	Charles Busslinger, Cathy Harris, & Chris Lingad participated in a Zoom meeting on May 5, 2020 with consultant IDS to discuss their involvement through each phase of the Admin building seismic retrofit and remodel.
	Chris Lingad attended a meeting on May 7, 2020 with SCWD, MET and Woodbridge HOA to discuss site details of SCWD’s CM-10 rehab project.
	Charles Busslinger and Chris Lingad participated in a conference call on May 7, 2020 with MWDOC owner’s representative ABS Consulting and OCWD to discuss power management and HVAC details for the admin building rehab.
	Chris Lingad coordinated a site visit of the MWDOC admin building with owner’s representative ABS on May 18, 2020. During the walkthrough, ABS assessed the building and compared it to the current plan set. An updated constructability review will be provided.
	Charles Busslinger attended the May 12, 2020 San Juan Basin Authority (SJBA) Board meeting. The SJBA Board is currently discussing the status of SJBA and any updates needed for this nearly 50-year-old joint powers agency that manages and protects groundwater in the San Juan Creek watershed in South Orange County. Discussions will continue at the June 2020 meeting.
	Rob Hunter, Karl Seckel, and Charles Busslinger attended the May 15, 2020 Santa Ana Regional Water Quality Control Board Zoom workshop on the proposed Poseidon Desalination Project and the ‘need for water’. Karl Seckel

	presented sources of water for Orange County, alternative definitions of “need” for a water supply project and the role of water agencies, Urban Water Management Plans, non-mandated planning documents, and what was and was NOT in the 2018 OC Water Reliability Study
	Karl Seckel and Charles Busslinger attended the May 18, 2020 SCWD Engineering & Operations Committee Zoom meeting. The request for approval to conduct an alternative study to the Doheny Desalination Project was discussed.
	Charles Busslinger attended the May 20, 2020 Salinity Economic Impact Model (SEIM) Go-to-Meeting training session conducted by the US Bureau of Reclamation. The model is an update from the 1999 model. Charles Busslinger is currently working on opportunities to make additional modifications to the model to bring the model to the retail agency level to allow for individual project analyses at the retail agency level to better quantify salinity damages/salinity control benefits for each retail agency.
	Charles Busslinger attended the May 22, 2020 Urban Water Management Plan Request for Proposals Zoom meeting with potential consultants to discuss details of the upcoming 2020 UWMP project.
	Charles Busslinger attended a May 26, 2020 meeting with MET staff to discuss possible modifications to the Salinity Economic Impact Model (SEIM). This is an on-going effort to make the SEIM more relevant to our member agencies in the ability to quantify salinity damages/salinity control benefits.
	<p>Karl Seckel was selected by Dr. Sunni Jiang from UCI to participate in a 6-month Roadmap Team Process for Municipal Water under the National Alliance for Water Innovation (NAWI). Municipal Water is one of five roadmaps, the others being Power, Resource Extraction, Industrial and Agriculture. NAWI is a U.S. Department of Energy-funded Innovation Hub awarded to Lawrence Berkeley National Laboratory in Berkeley, California to conduct early-stage research on desalination and associated water-treatment technologies to secure affordable and energy-efficient water supplies for the United States from nontraditional water sources (https://www.nawihub.org/). NAWI’s five-year research program will consist of collaborative early-stage applied research projects involving DOE laboratories, universities, federal agencies, and industry partners.</p> <p>The Municipal Water Roadmap Team will help identify and establish future research priorities for NAWI, focusing particularly on the needs and opportunities within the Municipal sector. The road mapping effort will include engagement with stakeholders through interviews, workshops, and surveys. Each core team is composed of 6 members from industry, university, national labs, federal agencies and end users/decision maker (my role) for municipal water planning in Southern California region.</p> <p>NAWI, was selected in 2019 to support the U.S. Department of Energy’s Energy-Water Desalination Hub. Along with co-founding laboratories Oak Ridge National Laboratory in Tennessee and the National Renewable Energy</p>

	<p>Laboratory in Colorado, NAWI brings together a world-class team of industry and academic partners to examine the critical technical barriers and research needed to radically lower the cost and energy of desalination. UCI is a university partner in this process.</p> <p>NAWI is composed of the founding Research Consortium (four DOE national labs, 10 industry partners, 19 leading U.S. research universities), a Research Advisory Council, an Industry Advisory Council, and the NAWI Alliance, an open-membership organization.</p> <p>DOE is expected to support the Hub with \$100 million in funding over five years, with an additional \$34 million in cost-share contributions from public and private stakeholders.</p> <p>NAWI's focus is on early-stage research on desalination and associated water-treatment technologies to secure affordable and energy-efficient water supplies for the United States from nontraditional water sources.</p> <p>Major partners include:</p> <ul style="list-style-type: none"> • Electric Power Research Institute • US Department of Energy, Office of Energy Efficiency and Renewable Energy • Water Research Foundation • California Department of Water Resources • Lawrence Berkeley National Laboratory • Oak Ridge National Laboratory • National Renewable Energy Laboratory • National Energy Technology Laboratory • 19 founding university partners • 10 founding industry partners

Planning and Operations Committee WEROC Status Report

May 2020

COVID-19 (CORONA VIRUS) COORDINATION

- Information is shared with WEROC Member Agencies as it becomes available. This includes responding to many questions revolving around testing. The Orange County Health Care Agency is supposed to provide guidance to the Board of Supervisors on the issue of testing. The County resumption plan and the CEO is supposed to provide an outline on the County's plan for the CARES Act.
- WEROC was holding conference calls on Tuesdays and Thursdays each week with the agencies to share information, logistics coordination, recovery questions and advance planning for business resumption based on a phased approach. As of the week of 5/18/20 these calls are on Thursdays only.
- WEROC is coordinating logistics and supporting agencies with resource requests. This includes distribution of free face coverings received from EPA via Calwarn. There are three dispensing sites and WEROC has distributed over 4,105 masks to date. There are two more scheduled drop offs as of the date of this report. Once Orange County requests are filled, remaining masks will be distributed to California agencies with unfilled requests.
- Majority of water and wastewater agencies are maintaining alternative work schedules or processes to protect critical and essential functions.
- WEROC remains in contact with County Emergency Operations Center and the Orange County Health Care Agency. WEROC is participating in the weekly Operational Area Conference Calls held on Thursdays.
- There are no changes to water and wastewater treatment and disinfections. WEROC is monitoring the CDC for updates.
- WEROC is supporting agencies with recovery questions and cost tracking in relation to State and FEMA public assistance grant programs. The process for this event has been expedited. The standard process to assign project managers from the State, FEMA and scoping meetings is not occurring. FEMA conducted Applicant Briefings the week of May 18, 2020. All agencies who have submitted a Request for Public Assistance received direct emails from CalOES. WEROC shared this information with the agencies who have not yet submitted their Request for Public Assistance.

- WEROC is monitoring the Heroes Act and the possible inclusion of infrastructure funding and payroll protections. This bill is moving slowly and its anticipated release is not until June or July.
-

COMMUNICATION & COORDINATION WITH MEMBER AGENCIES

- WEROC followed up with SCWD and Laguna Beach Water after the May 7, 2020 incident where diesel fuel spilled from the tank of a Mission Hospital Laguna Beach generator. There were no needs voiced from either agency. An unspecified amount of diesel fuel made it into the sewer system. Additionally, there was spill that accumulated on the beach area in Laguna Beach. The Coast Guard assumed oversight of the cleanup and the city is coordinating with them.
 - Daniel is working with EBCD and TCWD on the procurement of additional radios for the WEROC radio system.
-

WEROC PROGRAM ASSESSMENT

- A written review of the WEROC Program Assessment was due in April. COVID-19 has delayed this process. Vicki is diligently working on this assessment. In hindsight, COVID-19 and the AWIA process has allowed Vicki to thoroughly analyze the current processes. She has also conducted interviews with employees, used governing documents and national standards to perform her assessment. Finally, Vicki is sending a survey to member agencies at the end of May. This survey will evaluate WEROC's response to COVID-19 to date. Information gathered from this survey will be included in the Assessment document. The timeline for completion is July 2020.
-

AMERICA'S WATER INFRASTRUCTURE ACT (AWIA)

- WEROC and its consultant, Herndon Solutions Group (HSG) are continuing to work with WEROC agencies to achieve compliance with America's Water Infrastructure Act (AWIA).
 - We have begun the Tier I virtual meetings to begin the revision of the Emergency Response Plans. These plans are due in September.
 - Tier II Agencies have begun their virtual meetings for the Risk and Resiliency Assessments (RRA). RRAs are due December 2020
 - There are 18 Tier I and II agencies working on AWIA.
 - The modified AWIA Scope of work reflects the changes to the project.
-

PUBLIC SAFETY POWER SHUTOFF (PSPS) AND CA PUBLIC UTILITIES COMMISSION HEARINGS

- MWDOC has received party status to the California Public Utilities Commission (CPUC) proceedings regarding the Impacts from De-Energization with a Focus on First Responders and Local Government. Party Status ensures that MWDOC receives all communications regarding the proceedings and that our comments are included officially for consideration.
 - WEROC provided comments on May 14, 2020 on the updated procedures released by the CPUC. MWDOC's comments pertained to emergency backup power, testing of generators, exercises and release of information and notifications to partner agencies.
-

COORDINATION WITH COUNTY OF ORANGE AND OUTSIDE AGENCIES

- WEROC continues to support California Water/Wastewater Agency Response Network (CalWarn). There has been 12 new members added since March 26.
 - OCEMO for May was cancelled.
 - Vicki attended the Operational Area Executive Board Meeting on 5/13/20.
 - The County Operational Area Agreement went out to all political jurisdictions following the approval at the March Board Meeting. The agreement will go into effect September 2020.
-

TRAINING AND EXERCISES

- All of Basic SEMS and NIMS courses were approved by the state. These courses had to be cancelled due to COVID-19. Vicki is working on offering SEMS/NIMS training virtually to members. This is dependent on state approval.
 - The June ICS 400 class offered by TEEX was cancelled.
 - Communication tests conducted in conjunction with the County 800 MHz system were for April and May. Member agencies can still reach out to WEROC if they want to test their systems during this time.
-

Respectfully submitted: Vicki Osborn

Status of Water Use Efficiency Projects

May 2020

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Smart Timer Rebate Program	MWDSC	Ongoing	Ongoing	In April 2020, 255 smart timers were installed in Orange County. To date, 27,197 smart timers have been installed through this program.
Rotating Nozzles Rebate Program	MWDSC	Ongoing	Ongoing	In April 2020, 197 rotating nozzles were installed in Orange County. To date, 570,644 rotating nozzles have been installed through this program.
SoCal Water\$mart Residential Indoor Rebate Program	MWDSC	Ongoing	Ongoing	In April 2020, 207 high efficiency clothes washers and 12 premium high efficiency toilets were installed in Orange County. To date, 121,185 high efficiency clothes washers and 60,557 high efficiency toilets have been installed through this program.
SoCal Water\$mart Commercial Rebate Program	MWDSC	Ongoing	Ongoing	In April 2020, 0 commercial devices were installed in Orange County. To date, 109,718 commercial devices have been installed through this program.
Industrial Process/ Water Savings Incentive Program (WSIP)	MWDSC	Ongoing	Ongoing	This program is designed to improve water efficiency for commercial customers through upgraded equipment or services that do not qualify for standard rebates. Incentives are based on the amount of water customers save and allow for customers to implement custom water-saving projects. Total water savings to date for the entire program is 1,257 AFY and 4,730 AF cumulatively.

Description	Lead Agency	Status % Complete	Scheduled Completion or Renewal Date	Comments
Turf Removal Program	MWDOC	Ongoing	Ongoing	<p>In April 2020, 11 rebates were paid, representing \$291,531 in rebates paid this month in Orange County.</p> <p>To date, the Turf Removal Program has removed approximately 22.8 million square feet of turf.</p>
Spray to Drip Rebate Program	MWDOC	Ongoing	Ongoing	<p>This is a rebate program designed to encourage residential and commercial property owners to convert their existing conventional spray heads to low-volume, low-precipitation drip technology.</p> <p>To date, the Spray to Drip Rebate Program has converted approximately 916,586 square feet of area irrigated by conventional spray heads to drip irrigation.</p>
Recycled Water Retrofit Program	MWDSC	Ongoing	Ongoing	<p>This program provides incentives to commercial sites for converting dedicated irrigation meters to recycled water.</p> <p>To date, 163 sites, irrigating a total of 1,589 acres of landscape, have been converted. MWDOC has paid a total of \$56,950.00 in grant funding to 20 of those sites. The total potable water savings achieved by these projects is 3,471 AFY and 12,586 AF cumulatively.</p>



ACTION ITEM

June 1, 2020

TO: Board of Directors

FROM: Director Sat Tamaribuchi, President

Robert Hunter,
General Manager

**SUBJECT: ADOPT RESOLUTION ACCEPTING AND CONFIRMING RESIGNATION
OF DIRECTOR BRETT R. BARBRE FROM THE MET BOARD**

RECOMMENDATION

It is recommended that the Board of Directors adopt a Resolution accepting and confirming Director Barbre's resignation from the MET Board (effective May 26, 2020) and thanking him for his service on the MET Board.

SUMMARY

Director Barbre was appointed to serve as MWD OC MET Director in December 2009. Since that time he has tirelessly served as MWD OC's representative to the MET Board of Directors.

Due to his recent appointment as General Manager of the Yorba Linda Water District, Director Barbre submitted his resignation to serve as a member of the MET Board effective May 26, 2020. This Resolution is intended to accept and confirm his resignation and the effective date, and to confirm the creation of a vacancy in the position. The Administrative Code describes the process for selecting his replacement.

The members of the MWD OC Board would like to formally thank Director Barbre for his dedication to the MET community. Although his contributions to the water community have been many, notable contributions include being a champion of water supply projects in California and a vocal proponent for the Twin Delta Tunnels - also known as the California WaterFix (and advocating for additional storage in the state both north and south of the Bay Delta), helping to educate the public on important water issues via various events such as the MWD OC Water Policy Forum & Dinner and Orange County Water Summit, as well as his tireless lobbying efforts in Washington, DC .

Budgeted (Y/N): N/A	Budgeted amount: N/A	Core <u> X </u>	Choice <u> </u>
Action item amount:		Line item:	
Fiscal Impact (explain if unbudgeted):			

RESOLUTION NO. _____

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

**ACCEPTING AND CONFIRMING RESIGNATION AND THANKING
DIRECTOR BRETT R. BARBRE FOR HIS SERVICE
AS REPRESENTATIVE FOR MUNICIPAL WATER
DISTRICT OF ORANGE COUNTY TO THE
BOARD OF DIRECTORS OF
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

WHEREAS, Director Brett R. Barbre was appointed to serve as a Director on the Metropolitan Water District of Southern California (MET) Board of Directors on December 2, 2009;

WHEREAS, Director Barbre was instrumental in many areas at MET, but most notably with his efforts toward the Delta Conveyance Project;

WHEREAS, Director Barbre submitted his letter of resignation from the MET Board effective May 26, 2020; and

WHEREAS, the Board wishes to thank Director Barbre for his years of service on the MET Board on behalf of the Municipal Water District of Orange County and to accept and confirm his resignation effective as May 26, 2020, consistent with his letter.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MUNICIPAL WATER DISTRICT OF ORANGE COUNTY AS FOLLOWS:

Section 1. The Municipal Water District of Orange County (MWDOC) Board of Directors hereby accepts and confirms Director Barbre's resignation from the MET Board of Directors, effective May 26, 2020, creating a vacancy in the position.

Section 2. The MWDOC Board of Directors thanks Director Barbre for his years of service on the MET Board and his tireless commitment to the MET service area;

Section 4. The Secretary of MWDOC shall file a certified copy of this Resolution with the Secretary of the Board of Directors of Metropolitan Water District of Southern California.

Said Resolution was adopted, on roll call, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Board of Directors of Water District at its meeting held on June 1, 2020.

MARIBETH GOLDSBY
District Secretary
Municipal Water District of Orange County