

interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later.

(D) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting. Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investments and Real Property Disclosure. When an investment or an interest in real property³ is required to be

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property exceeds one thousand dollars (\$1,000), exceeds ten thousand dollars (\$10,000), or exceeds one hundred thousand dollars (\$100,000).

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating two hundred fifty dollars (\$250) or more in value or fifty dollars (\$50) or more in value if the income was a gift, and

⁴ Investments and interests in real property which have a fair market value of less than \$1,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), or greater than ten thousand dollars (\$10,000);

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (b), (c), (d), and (e) of Government Code Section 89502 shall apply to the prohibitions in this section.

(B) No member of the governing board of a special district or designated employee of a local government agency shall accept any honorarium.

Subdivisions (b), (c), and (e) of Government Code Section 89502 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code Section 89506.

(8.1) Section 8.1 Prohibition on Receipt of Gifts of \$280 or More.

(A) No member of a state board or commission, and no designated employee of a state agency, shall accept gifts with a total value of more than two hundred eighty dollars (\$280) in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (b), (c), (d), and (e) of Government Code Section 89504 shall apply to the prohibitions in this section.

(B) No member of the governing board of a special district, or designated employee of a local government agency shall accept any gifts with a total value of more than two hundred

eighty dollars (\$280) in a calendar year from any single source.

Subdivision (d) of Government Code Section 89504 shall apply to this section.

(9) Section 9. Disqualification. No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth one thousand dollars (\$1,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth one thousand dollars (\$1,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred and eighty dollars (\$280) or more in value provided to; received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation. No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees. In addition to the general disqualification provisions of Section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the

rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

(10) Section 10. Manner of Disqualification. When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a voting body, this determination and disclosure shall be made part of the agency's official record; in the case of a designated employee who is the head of an agency, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor.

(11) Section 11. Assistance of the Commission and Counsel. Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations. This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code

Sections 81000 - 91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code Section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code Section 91003.

Note: Authority: Section 83112, Gov. Code
Reference: Sections 87300-87302, 89501, 89502, 89503,
and 89504, Gov. Code

History

- (1) New section filed 4-2-80 as an emergency; effective upon filing. Certificate of Compliance included.
- (2) Editorial correction.
- (3) Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter.
- (4) Amendment of subsection (b) (7) (B) 1. filed 1-26-83; effective thirtieth day thereafter.
- (5) Amendment of subsection (b) (7) (A) filed 11-10-83; effective thirtieth day thereafter.
- (6) Amendment filed 4-13-87; effective thirtieth day thereafter.
- (7) Amendment of subsection (b) filed 10-21-88; effective thirtieth day thereafter.
- (8) Amendment filed 8-28-90; effective thirtieth day thereafter.
- (9) Amendment filed 8-7-92; effective thirtieth day thereafter.
- (10) Amendment filed 2-5-93; effective upon filing.
- (11) Amendment filed 3-14-95; effective upon filing.

AMENDMENT
TO
CONFLICT OF INTEREST CODE

The Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the District.

Designated employees shall file statements of economic interests with the District's Political Reform Act Filing Officer who will make the statements available for public inspection and reproduction. (Government Code section 81008). Upon receipt of the statements of the District Board of Trustees and Chancellor, the District shall make and retain a copy and forward the original of these statements to the Clerk of the Orange County Board of Supervisors. Statements for all other designated employees will be retained by the District.

SAMPLE

APPENDIX "A-1"

DESIGNATED PERSONS FOR DISCLOSURE PURPOSES

1. The persons occupying the following positions are Designated Employees and must disclose the financial interests defined in categories 1-4 of Appendix "A-2".
 - a. Members of the Board of Trustees
 - b. Chancellor/President
 - c. Vice Chancellors/Vice Presidents
 - d. Director of Personnel Services
 - e. Business Manager

2. The persons occupying the following positions are Designated Employees and must disclose the financial interests defined in Category 2 of Appendix "A-2".
 - a. Supervisor of Auxiliary Services
 - b. Director, Financial and Administrative Services
 - c. Administrative Deans
 - d. Executive Deans
 - e. Supervisor, Risk Management
 - f. Buyer
 - g. Assistant Buyer
 - h. Bookstore Manager
 - i. Director of Maintenance and Operations
 - j. Director of Contract Education

3. The persons occupying the following positions are Designated Employees and must disclose the financial interests defined in Category 3 of Appendix "A-2".
 - a. Administrative Dean, Facility Planning & Campus Services
 - b. Director, Financial and Administrative Services
 - c. Director of Maintenance and Operations
 - d. Director of Contract Education

SAMPLE

APPENDIX "A-2"

INVESTMENTS AND INCOME THAT MUST BE REPORTED

Category 1:

Interests in real property, other than a principal residence located within the jurisdiction, if the interest in real property may foreseeably be affected materially by any decision made or participated in by the designated person or designated employee by virtue of his position.

Category 2:

Investments in or income from business entities which manufacture, distribute, lease, retail or sell supplies, materials, books, foods, machinery, parts, equipment, or vehicles to the District. Investments in business entities are reportable only to the extent that they do business with the District, they have done business with the District during the two years prior to the time that a disclosure statement is required to be filed by this Code, or they plan to do business with the District. Income is not reportable where the income is received from a source which is not doing business with the District, not planning to do business with the District, or has not done business with the District during the two years prior to the time that a disclosure statement is required to be filed under this Code.

Category 3:

Investments in or income from business entities which are contractors, architects, engineers, appraisers, auditors, attorneys, management consultants, educational consultants and travel agents engaged in the performance of work or services utilized by the District. Investments in business entities are reportable only to the extent that they do business with the District, they have done business with the District during the two years prior to the time that a disclosure statement is required to be filed by this Code, or they plan to do business with the District. Income is not reportable where the income is received from a source which is not doing business with the District, not planning to do business with the District, or has not done business with the District during the two years prior to the time that a disclosure statement is required to be filed under this Code.

Category 4:

Income from employee organizations that represent district employees, that plan to represent district employees, and income from district employees.

SAMPLE



Writer's Direct Dial Number

OFFICES OF
THE COUNTY COUNSEL
COUNTY OF ORANGE

10 CIVIC CENTER PLAZA
MAILING ADDRESS: P.O. BOX 1379
SANTA ANA, CALIFORNIA 92702-1379

714/834-3300
FAX 714/834-2359

Agenda Item 27

TERRY C. ANDRUS Attachment B
COUNTY COUNSEL

LAURENCE M. WATSON
ASSISTANT

JAMES F. MEADE
ASSISTANT

September 6, 1995

Ms. Elizabeth D. Minter
Director
Placentia Library District
411 East Chapman Avenue
Placentia, CA 92670

EDWARD N. DURAN	GEOFFREY K. HUNT
RICHARD D. OVIEDO	JACK W. GOLDEN
BENJAMIN P. DE MAYO	DEBORAH M. GMEINER
HOWARD SERBIN	CHRISTOPHER J. MILLER
GENE AXELROD	ROBERT G. OVERBY
ROBERT L. AUSTIN	PAMELA KEMP PARKER
DONALD H. RUBIN	LISA PESKAY MALMSTEN
CAROL D. BROWN	BARBARA H. EVANS
BARBARA L. STOCKER	MICHELLE BEN-HUR
JAMES L. TURNER	DANIEL P. TORRES
NICHOLAS S. CHRISOS	JOHN H. ABBOTT
THOMAS F. MORSE	MICHELLE L. PALMER
WANDA S. FLORENCE	WARD BRADY
HOPE E. SNYDER	CHRISTOPHER M. DARGAN
THOMAS C. AGIN	JANELLE M. BROCK
SHERIE A. CHRISTENSEN	RACHEL M. BAVIS
SUSAN M. NILSEN	ELIZABETH L. KOLAR
SARA L. PARKER	ANN E. FLETCHER
ADRIENNE K. SAURC	IRVING BERGER
KARYN J. DRIESSEN	YASMIN B. KAMKAR
KATHY PAUL	AMY E. HOYT
KAREN R. PRATHER	MARGARET E. EASTMAN
JIM PERSINGER	MARCUS S. SHORE

DEPUTIES

NOTICE

Recent amendments to the Political Reform Act prohibit the receipt by local elected officials or designated employees of any honoraria, or of gifts in excess of \$280.00 or more in a calendar year, from a single source.

The Fair Political Practices Commission has amended its Model Conflict of Interest Code (Section 18730 of Title 2 of the California Code of Regulations) to reflect these statutory amendments. A copy of the new Model Code, as amended on March 14, 1995, is enclosed, along with a notice (dated June, 1995) from the Commission.

If your agency has incorporated the Model Code by reference, you are not required to make any changes to your Code. Your Code is deemed to change automatically when the Commission amends the Model Code. (However, you may want to distribute the amended Code to your designated employees, or post it, so that these employees will be aware of the changes.)

If your agency has NOT incorporated the Model Code by reference, then you must amend your Code within 90 days to reflect the amendments to the Political Reform Act. (See Subsection (b)(9)(e) of the new Model Code, changing the disqualifying gift limit from \$250.00 to \$280.00.) You may also wish to amend your Code to incorporate Subsections (b)(8) and (b)(8.1) of the new Model Code, but there is no legal requirement that you do so.

Since, if you are a "non-incorporating" agency, you will be amending your Code, you may wish to amend it by becoming an "incorporating" agency. That would require a resolution:

- (a) incorporating the Model Code as the Agency Code,
- (b) specifying the official with whom Statements of Economic Interest are to be filed,
- (c) designating employees who are required to file such Statements*, and
- (d) establishing the disclosure categories for these employees*.

(* these segments are already in your Codes.)

A sample "incorporating" code is enclosed for your convenience.

If you have any questions about the requirement to amend your Code (or about the obviously beneficial process of incorporating the Model Code) please contact James F. Meade, Assistant County Counsel, 834-3318.

RESOLUTION NO. 95-9

A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE PLACENTIA LIBRARY DISTRICT OF ORANGE COUNTY
TO ADOPT THE MODEL CONFLICT OF INTEREST CODE
AS ISSUED AND AMENDED BY THE FAIR POLITICAL PRACTICES COMMISSION

WHEREAS, the State of California enacted Proposition 9 of 1974, establishing the Political Reform Act as administrated by the Fair Political Practices Commission under Title 2 of the California Code of Regulations, Sections 18100 et seq., and

WHEREAS, the Act established the requirement of government agencies to enact a Conflict of Interest Code, requiring Public Officials to disclose private economic interests and to disqualify from participating in decisions of which they may have a financial interest, and

WHEREAS, the Placentia Library District has in the past maintained its own Conflict of Interest Code, and

WHEREAS, the Fair Political Practices Commission has established a Model Conflict of Interest Code (2 Cal. Code of Regs. 18730),

THEREFORE, BE IT RESOLVED that the Board of Trustees of Placentia Library District adopts the Model Conflict of Interest Code as issued and amended by the Fair Political Practices Commission.

AYES: TRUSTEES: *Sandra Stark*
NOES: TRUSTEES:
ABSTAIN: TRUSTEES:
ABSENT: TRUSTEES:

State of California)
County of Orange) ss.

I, Sandra M. Stark, Secretary of the Board of Trustees of the Placentia Library District of Orange County hereby certify that the above and foregoing Resolution was duly and regularly adopted by the Board of Trustees at a Regular Meeting hereof held on the seventeenth day of October, 1995.

IN WITNESS THEREOF, I have hereunto set my hand and seal this seventeenth day of October, 1995.

Sandra M. Stark, Secretary
Board of Trustees of the Placentia Library District
of Orange County

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TO: Library Board of Trustees

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

DATE: October 17, 1995

SUBJECT: Resolution 95-10 by the Placentia Library District of Orange County Adopting and Incorporating the Operational Area Agreement of the County of Orange and Political Subdivisions

BACKGROUND:

All political subdivisions of the County of Orange are required by Senate Bill 1841, the Standardized Emergency Management System (SEMS) to use a standardized method for responding to and managing emergencies.

Attachment A is a letter from Supervisor William Steiner explaining why SEMS needs to be adopted by Placentia Library District.

Attachment B is a Staff Report on comments from previous draft versions of the Agreement.

Attachment C is the Operation Area Agreement as presented for adoption.

Attachment D is Resolution 95-10.

RECOMMENDATION:

1. Read Resolution 95-10 by title only.
2. Adopt Resolution 95-10.



SUPERVISOR, FOURTH DISTRICT
WILLIAM G. STEINER

ORANGE COUNTY BOARD OF SUPERVISORS
ORANGE COUNTY HALL OF ADMINISTRATION
10 CIVIC CENTER PLAZA, SANTA ANA, CALIFORNIA 92701
PHONE: 714/834-3440 FAX: 714/834-2045

October 4, 1995

TO: City Managers
Special District General Managers
School District Administrators
Department of Education Superintendent

At this time the County Emergency Management Council invites your jurisdiction to join the County in forming the Orange County Operational Area, required by the Standardized Emergency Management System (SEMS). The August 29, 1995 Draft Operational Area Agreement has been revised to incorporate comments received from Cities, Department of Education, School and Special Districts. Attached are a ~~strikeout~~ copy of the Operational Area Agreement showing the changes made, and a final copy to be presented to your governing board. Also attached is a staff report which addresses the common comments and questions received.

Please call Loletta Barrett at (714) 834-7259 and advise her of the date you will present the Agreement to your governing board. As soon as your governing board has taken action on the Agreement, please inform Loletta and then send an original signatory page to her as indicated in the Agreement. She will distribute copies to all other jurisdictions.

Cities should also please note that the Operational Area Agreement supersedes the Unified Orange County-Cities Emergency Management Agreement dated July 14, 1981 (OCCEMO); therefore action to withdraw from OCCEMO should be considered and can be accomplished pursuant to the withdrawal provision of the OCCEMO Agreement.

It is imperative that your jurisdiction take action on the Agreement as soon as possible. The Board of Supervisors must take action to meet SEMS requirements and maintain the eligibility of Orange County jurisdictions for reimbursement of personnel response costs incurred during an emergency. It is the intent of the Emergency Management Council to present the Agreement with signatory pages to the Board of Supervisors at the November 7, 1995 meeting to allow adequate time for consideration of the Agreement before the SEMS deadline.

With this Agreement the County, Cities, Department of Education, School and Special Districts embark on a joint opportunity to plan, coordinate, communicate, respond and recover from future emergencies, for the benefit of all of our constituents.

Sincerely,

William G. Steiner

William G. Steiner, Supervisor, Fourth District
Chairman, Orange County Emergency Management Council
cc: Emergency Services Coordinators

STAFF REPORT ON COMMENTS REGARDING AUGUST 29, 1995 DRAFT OPERATIONAL AREA AGREEMENT

Written comments and suggested changes to the Draft Operational Area Agreement, (Agreement), were received from the following nineteen Subdivisions between September 6 and September 29. Some additional Subdivisions share attorneys and did not send a duplicate response.

Department of Education	Anaheim	Costa Mesa
Dana Point	Huntington Beach	La Habra
Lake Forest	Los Alamitos	Orange
Placentia	Santa Ana	Laguna Hills/Tustin
Irvine Ranch Water District	Municipal Water District	
Santa Margarita Water District	Santiago County Water District	
Sanitation Districts	Tustin Unified School District	

There were many common comments and changes have been incorporated in the Agreement to clarify these areas. The time taken to comment and improve the Agreement is sincerely appreciated. Summary explanations and answers to the common questions raised are provided below. Legal references and a list of abbreviations and acronyms are attached.

1. What is the purpose of the Operational Area Agreement?

The purpose of the Agreement is to establish a starting point for the Operational Area required by the Standardized Emergency Management System, (SEMS). SEMS requires the Board of Supervisors, (Board), to establish an Operational Area of all of the Subdivisions in the County by December 1, 1995. However, SEMS also states that non-participation of any Subdivision does not affect the authority and responsibility of the Operational Area. In addition, absent any other member agency of the Operational Area taking the responsibility, the County is responsible for acting as the Operational Area lead.

Although multiple approaches have been used across the State, Orange County has chosen an inclusive approach which actively seeks the participation of all Subdivisions in the geographic area as equals in order to ensure that the emergency needs and resources of all Subdivisions are considered. The Agreement establishes a beginning framework for the administrative and emergency organization of the Operational Area, which will be further developed by the member Subdivisions.

The intent is to build a strong Operational Area to allow all the Subdivisions in the County to communicate, act and speak together with one voice to our State and Federal counterparts, in both response and recovery from a major emergency affecting several counties. It will allow Orange County to compete for emergency resources with other counties and provide the structure to employ those resources where they are most needed.

2. *Why are there so many organizations and groups being formed and what is their purpose and relationship?*

The multiple organizations are a result of an approach designed to meet both legal requirements, as well as ensure that all Subdivisions, emergency functions and perspectives are fully represented in the planning and operation of the Operational Area. Organization charts are attached which detail the administrative and emergency operations organization for the Operational Area. Priority was placed on ensuring representation, while attempting to maintain groups of a workable size. Generally, all meetings will be subject to the Ralph M. Brown Act, including posting of meeting locations and agendas.

Administrative Organization

The signatory Subdivisions form the Operational Area Council. The Executive Board of the Council will present and request approval of major policy issues at the regular meetings of the Subdivisions' governing bodies, including any formal plans, fees if any, and amendments to the Agreement. This is to ensure that formal action is taken on any major item which impacts a Subdivision. Member Subdivisions will receive copies of the minutes of the Executive Board meetings. Should it ever become necessary for a meeting of the Council to be held to simultaneously brief the Subdivisions, we have added a provision for a meeting of Council representatives.

The Executive Board is formed of representatives at the executive level to provide direction to the Operational Area on a regular basis. The membership is balanced between municipal functional experts, county-wide mutual aid coordinators, and Subdivision representatives. They will meet quarterly to direct and review the work completed by the Operational Area Manager and OCEMO, (Orange County Emergency Management Organization), on the Operational Area plan, training and exercises. The Executive Board will receive copies of the OCEMO Representative Board minutes.

OCEMO is an expansion of the membership, empowerment of, and direction to, the existing organization, OCCEMO, (Orange County-Cities Emergency Management Organization). OCEMO is formed of staff level representatives from all signatory Subdivisions and, by approval of OCEMO and the Executive Board, representatives of organizations which play a major role in emergencies such as the Red Cross shelter personnel. These representatives will be directly involved in the development of recommended plans, procedures, training and exercises for the Operational Area. The full OCEMO membership will be convened by the OCEMO/Representative Board President as appropriate. However, due to the potentially large size of this group, it is expected that working committees of similar organizations will be formed to work on appropriate areas.

The OCEMO Representative Board is formed of staff level representatives of the cities, the County, the school districts, and one representative from each of the types of special districts. The Representative Board will be responsible for planning and implementing the work to establish the Operational Area plans, procedures, etc., including forming committees of OCEMO members to complete the work. The OCEMO President will be directly responsible for reporting OCEMO progress at the quarterly meetings of

the Executive Board. All OCCEMO members will receive copies of Representative Board minutes.

Emergency Organization

The organization formed during emergencies is separate from the Administrative Organization. The Operational Area Emergency Organization follows the SEMS required 5 functions, and includes a pre-designated Operational Area Coordinator who is responsible for the direction of the Operational Area Emergency Operations Center, (OAEOC), in its role of communicating and coordinating between Subdivisions and mutual aid systems, but who does not direct the emergency response. The Operational Area Coordinator is a pre-designated assignment to ensure that the OAEOC, which will be located in the County EOC, is activated and staffed in a timely manner. The Mutual Aid Coordinators for Fire & Rescue, Law Enforcement, Public Works and Health Care are designated as Coordinator during specific emergencies. For practical reasons, although they will have two different sets of responsibilities, the Mutual Aid Coordinator designated to be Coordinator for each emergency is the same as the Director of Emergency Services pre-designated by the County for an emergency. The Coordinator will have direct contact with and advice from the other Mutual Aid Coordinators, who will function in the OAEOC both as Mutual Aid Coordinators and Operational Area Executive Board members.

The Agreement makes provisions for the use of a Unified Command which will be facilitated by all Mutual Aid Coordinators being responsible for providing a representative in the OAEOC. In addition, the Multi-Agency Command System is incorporated in the OAEOC, as the Mutual Aid Coordinators are members of the Executive Board, and affected Subdivisions will be actively providing policy advice to the Operational Area Coordinator. As situations change, the Executive Board is empowered to appoint a successor to the initial response Coordinator to ensure appropriate expertise is maintained. In addition, a representative of the Board of Supervisors is specifically included on the Executive Board to ensure timely declaration of county-wide emergencies for the benefit of all Orange County Subdivisions.

3. How will the Operational Area be funded?

It is the intent of the Agreement to maximize the use of existing resources to the greatest extent possible and to capitalize on the development of Operational Area operating procedures already being completed by Subdivision representatives in OCCEMO.

Operational Area Emergency Operations Center (OAEOC)

The County has offered the use of the County EOC during Operational Area activations. Because the County EOC already exists and the County funds the phone lines, copiers, faxes, etc., the collocation of the OAEOC and County EOC means there will be no need to build/develop/fund an OAEOC, thereby achieving an efficient use of scarce resources.

Operational Area Administration (staff and materials for plans, procedures, Executive Board and OCEMO meeting agendas and minutes, mailings, etc.)

At this time, the State has indicated that it will reallocate Federal Emergency Management Assistance, (EMA), administrative grants, taking them away from the cities and counties who currently receive them. The State will use a portion of the EMA funds to allocate a minimum of \$30,000 to each Operational Area. This is intended to fund half of the salary and benefits of one position. Each Operational Area will be required to provide staff time to match the grant awarded, but the time spent by all Subdivisions on the Operational Area, (ie. participating in development and review of the Operational Area plan), may be counted toward that match. It should be noted that the State has admitted that it believes a minimum of two full time staff will be necessary to complete the work of the larger Operational Areas.

The remaining EMA grant funds will be allocated to the fifty-eight Operational Areas in the State on a per capita basis. It is estimated that our Operational Area will be eligible to receive approximately \$200,000. It is the intent of the Agreement to maximize the use of such existing resources.

The draft Operational Area Agreement requires the Executive Board to direct the development of a budget and staffing for the Operational Area and to seek funding for its operation, including an EMA grant. Included in that budget and staffing will be the duties of the Operational Area Manager, and any other staff support the Executive Board requests to administer the Operational Area. The Executive Board is therefore tasked with determining the Operational Area requirements of SEMS and developing a plan to meet them.

Should the EMA grant funds be discontinued, the Executive Board would be responsible for one or both of the following, or other alternatives, to ensure the work of the Operational Area is completed: reduce the budget and staffing and/or investigate alternative funding sources, including fees to member Subdivisions. The latter would require presentation and approval of the budget, staffing and fees by the governing body of each signatory Subdivision. It would be necessary for a majority of all Subdivisions to approve the budget and staffing and to adopt fees before such fees would be implemented. Subdivisions not approving the fees can withdraw from the Agreement. Alternatively, if continued participation is desired, such Subdivisions may continue as non-voting members.

As an example ONLY:

1. Assume maintenance of the Operational Area requires \$200,000 (the estimated EMA grant).
2. Using only a per capita residential population measure (1990 U.S. Census Bureau)
Santa Ana, with the largest residential population, 304,857/2,512,198 million, might anticipate a \$24,270 annual share. Villa Park, with the smallest residential population, 6,332/2,512,198 million, might anticipate a \$504 annual share.

3. These estimates do not include the school and special districts. If these districts also share in the expenses, other Subdivisions' fees would be lower.

Emergency Activation of the OAEOC

The State mandated legal requirements for activation of the OAEOC are included in the Agreement. They are very broad and include circumstances which would not require the County to activate the EOC for its own use. Activation of the OAEOC provides an impacted Subdivision with a multitude of resources through Operational Area coordination with all other Subdivisions and direct access to the State. The County has volunteered the use of its EOC and initial Operational Area staffing for any incident. However, the County may be ineligible for any direct State or Federal reimbursement for staffing the OAEOC if the County could not legally declare an emergency.

The intent of the Agreement is to allow the County to submit costs of the OAEOC to the impacted Subdivision, with the Subdivision including the costs in its claim for reimbursement, as allowed in State and Federal claiming procedures. In addition, other Subdivisions will be requested to provide secondary OAEOC staffing. The Agreement allows the Executive Board to develop policy and procedures for reimbursement of the County and/or other Subdivisions, from the Subdivisions receiving the benefit of the OAEOC, should it ever be necessary. This major policy issue and procedure would be submitted to the member Subdivisions for approval. There are similar provisions for reimbursement of costs in mutual aid agreements. The State has recently completed a draft of the Emergency Managers Mutual Aid Agreement which may provide a model for appropriate policy and procedures for the OAEOC.

To provide some perspective on potential OAEOC activation costs, the County activated the County EOC during the 1995 Winter Storms in which over \$57 million in public and private damage was sustained in the Operational Area. County Emergency Management staff conducted significant coordination activities on behalf of the cities, county, school and special districts. The reimbursement claims for activation of the EOC, for approximately 280 person hours from January 4, 1995 to March 13, 1995, totaled only \$5,664. Had this emergency not affected the County, the County would have been ineligible for reimbursement for the activation of the EOC.

4. What is being required of the Subdivisions?

SEMS requires all Subdivisions wishing to maintain their eligibility for reimbursement of emergency response costs to be in compliance with SEMS by December 1, 1996. Participation in the Operational Area is only one component and Subdivisions need to assess their own SEMS compliance requirements. It is the intent of the Operational Area Agreement to bring together Subdivisions to share information, skills and expertise to assist all Subdivisions to achieve compliance.

The Agreement specifies that each Subdivision is responsible for complying with SEMS, as well as to participate to the maximum extent possible in the Operational Area. Participation in the Operational Area is detailed in Section K of the Agreement, but each

Subdivision will address the level of their participation individually, depending upon it's resources and expertise. There are four areas of participation:

Executive- All signatory Subdivisions will be requested to consider major policy issues such as amendments to the Agreement and any fees should they become necessary, and to designate two representatives: one from their governing body and one from the staff responsible for emergency management issues. Meetings of the governing body representatives are not anticipated to be regular or frequent.

Executive, administration- Subdivisions may have Executive staff selected to act as Executive Board members, with the requirement to direct OCEMO in the development of the Operational Area, and to direct the Operational Area Manager. The Executive Board will meet quarterly.

Staff, administration- The development of an Operational Area administrative and emergency organization, plan, procedures, training and exercises which meets its member Subdivision's needs will require input from all Subdivisions. The Operational Area can only serve needs which have been identified and planned for. The level of staff participation in OCEMO, and in reviewing plans, policies and procedures, will determine the quality of the communication and incorporation of each Subdivision's capabilities, resources and risks faced. Each Subdivision will need to determine the extent of it's own participation.

Staff, emergency- Secondary staff of the OAEOC during an emergency may be requested of Subdivisions from staff trained in emergency management or, if necessary, from other staff who can support trained staff.

**ORANGE COUNTY OPERATIONAL AREA AGREEMENT
RELEVANT REGULATIONS, CODES, ORDINANCES AND AGREEMENTS
AND ABBREVIATIONS/ACRONYMS**

LEGAL REFERENCES

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Political Subdivisions defined

The California Emergency Services Act, Government Code Section 8557 (c)

General Emergency preparedness and response compliance

The California Emergency Services Act, Government Code Section 8550 et seq., and The Standardized Emergency Management System Regulations, Title 19 California Code of Regulations Section 2400 et seq.

Operational Area purpose defined

Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 & 2409

OCCEMO Agreement reference

UNIFIED ORANGE COUNTY-CITIES EMERGENCY MANAGEMENT AGREEMENT dated July 14, 1981.

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Geographic Area of County defined as Operational Area

Title 19 California Code of Regulations Section 2409

City County Emergency Management Planning Board Ordinance requirement met
COUNTY Ordinance No. 3915 Section 3-1-5 of the Codified Ordinances of the County of Orange

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Standardized Emergency Management System (SEMS)

Title 19 California Code of Regulation Section 2400 et seq.

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Responsibilities of the Operational Area Lead

Title 19 California Code of Regulation Section 2409 (e).

Powers and responsibilities granted by law to Board of Supervisors to proclaim an emergency in the County geographic area.

COUNTY Ordinance No. 3915 Section 3-1-6 of the Codified Ordinances of the County of Orange and County of Orange Board of Supervisors Resolution 95-386

The Operational Area Manager defined as COUNTY Emergency Manager
COUNTY Ordinance No. 3915, of the Codified Ordinances of the County of Orange and
County of Orange Board of Supervisors Resolution 95-386

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Ability to Command Aid of Citizens

COUNTY Ordinance No. 3915 Section 3-1-6 of the Codified Ordinances of the County of
Orange

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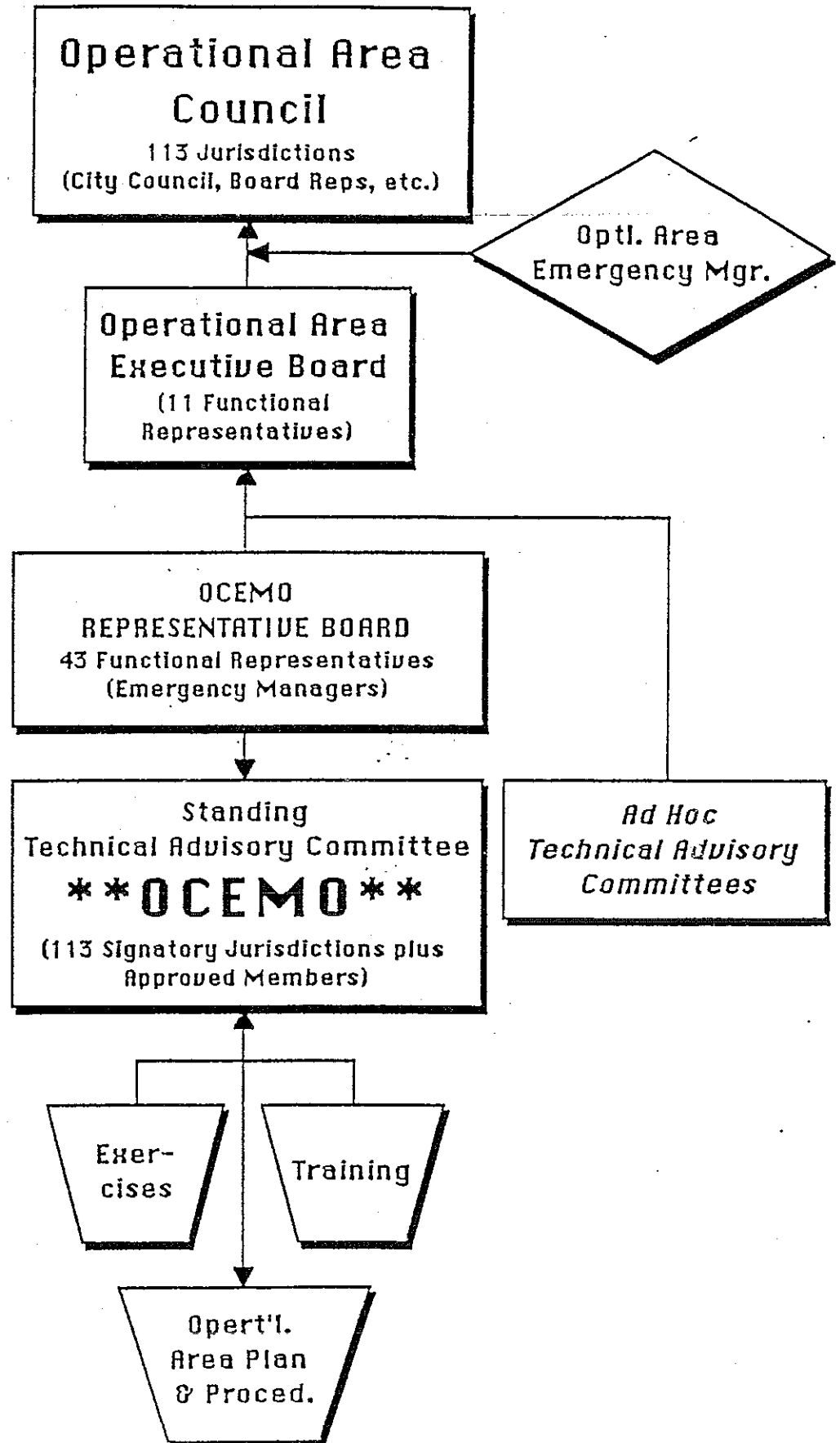
Conditions for activation of the Operational Area Emergency Operations Center.
Title 19 California Code of Regulations Section 2409 (f).

Request for Governor's Proclamation.

Government Code Section 8558(b)

ABBREVIATIONS AND ACRONYMS

COUNTY-	County of Orange
SUBDIVISION-	Cities, School and Special Districts
Parties-	All signatories to the Operational Area Agreement
Agreement-	Operational Area Agreement
SEMS-	Standardized Emergency Management System
OCEMO-	Orange County Emergency Management Organization
EOC-	Emergency Operations Center
OAEOC-	Operational Area Emergency Operations Center
Council-	Operational Area Council
Executive Board-	Operational Area Council Executive Board
Representative Board-	OCEMO Representative Board
Executive Council-	OCEMO Representative Board Executive Council
Coordinator-	Operational Area Coordinator



OPERATIONAL AREA EXECUTIVE BOARD

(11 Functional Representatives)

Chair of the Orange County Board of Supervisors
Orange County City Engineers' and Public Works Directors' Association
Environmental Management Agency - Public Works Mutual Aid Coord.
Orange County Fire Chiefs' Association
Fire & Rescue Mutual Aid Coordinator
Independent Special Districts
Health Care Mutual Aid Coordinator
Orange County Police Chiefs' and Sheriff Association
Orange County Sheriff/Coroner - Law Mutual Aid Coordinator
Orange County City Managers' Association
Department of Education

OCEMO REPRESENTATIVE BOARD

(43 Functional Representatives for 113 Jurisdictions)

31	Cities	31	Representatives
1	County	1	Representative
9	Sanitation Districts	1	Representative
6	Sanitary Districts	1	Representative
33	Dept. of Educ. and School Districts ..	1	Representative
20	Water and Irrigation Districts	1	Representative
5	Community Service Districts	1	Representative
1	OCTA	1	Representative
1	Vector Control District	1	Representative
1	Cemetery District	1	Representative
2	Parks Districts	1	Representative
2	Library Districts	1	Representative
1	Storm District	1	Representative

**** OPERATIONAL AREA COORDINATOR ****
EMERGENCY RESPONSE ASSIGNMENTS
FOR MUTUAL AID COORDINATORS

Law Enforcement

Tsunami
Nuclear Power Plant Emergency
Civil Disturbance
Terrorism
Act of War
Earthquake

Fire and Rescue

Fire
Mass Casualty

Hazardous Materials Release

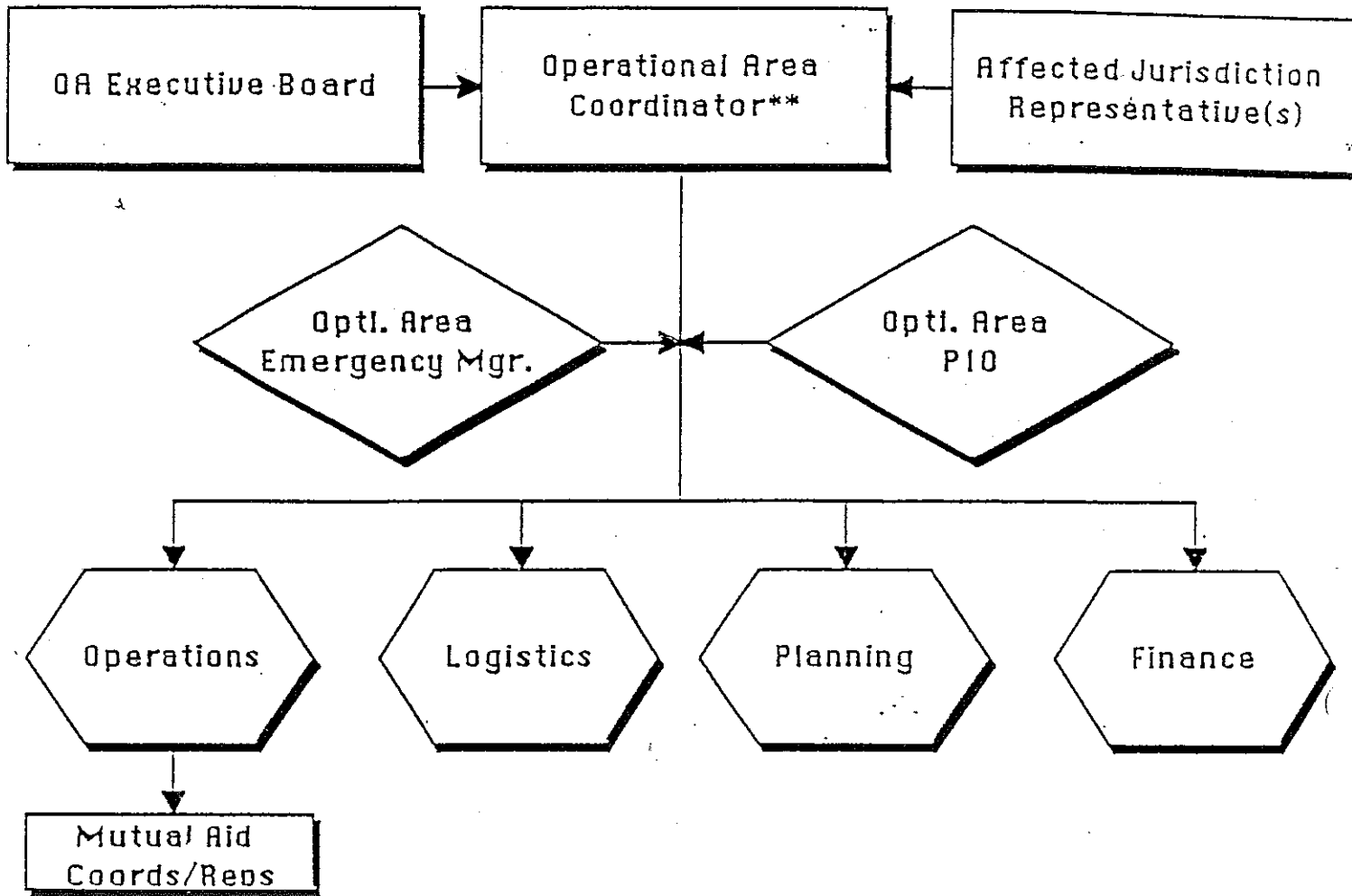
Public Works

Flood
Storm
Dam Failure
Oil Spill

Health Care

Threat of or declared Epidemic

Any emergency not specifically mentioned above will be assigned to a mutual aid coordinator as defined by the type of emergency and any applicable state or Federal laws.



* EOC staffed by County and then by non-affected jurisdictions.

** Mutual Aid Coordinator designated according to type of emergency.
Law, Fire & Rescue, Public Works, Health Care.

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 its 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.

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- 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 OCEMO. 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 OCEMO duties. All OCEMO members are expected to participate in the Committees to the maximum extent possible.

- e) **Executive Council.** The OCEMO Executive Council shall consist of the OCEMO 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 OCEMO 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.

L 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 OCEMO, 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

- (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.

U. **NOTICE:** Notice to members shall be deemed given when mailed to them, first class, postage prepaid, or faxed to the address or fax number set out by their signatures.

V. **SEVERABILITY:** Should any part, term or provision of this Agreement be determined by a court to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall nevertheless be carried into effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

DATED: _____

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

By _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF
THE BOARD:

Kathleen Goodno
Acting Clerk of the Board of Supervisors
of Orange County, California
NOTICE TO THE COUNTY OF ORANGE
TO BE GIVEN TO:
Loletta M. Barrett, Emergency Manager
2644 Santiago Canyon Rd.
Silverado, CA 92676-9719
FAX: (714) 834-7354

APPROVED AS TO FORM:
Lawrence M. Watson
Chief Assistant County Council

By _____
Ann E. Fletcher, Deputy

Dated: _____

OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS

DATED: _____

Placentia Library District of Orange County

By _____
(signature)

(type name)

(title)

ATTEST:

By _____
(signature)

(type name)

(title)

Date _____

NOTICE TO SPECIAL DISTRICT TO BE GIVEN TO:

Ms. Elizabeth D. Minter, Library Director
Placentia Library District of Orange County
411 East Chapman Ave.
Placentia, CA 92670
FAX: (714) 528-8236

APPROVED AS TO FORM:

(signature)

(type name)

(title)

Dated _____



RESOLUTION NO. 95-10

A RESOLUTION OF THE BOARD OF TRUSTEES
ESTABLISHING THE PARTICIPATION OF
THE PLACENTIA LIBRARY DISTRICT OF ORANGE COUNTY
IN THE ORANGE COUNTY OPERATIONAL AREA AS REQUIRED BY
THE STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

WHEREAS, the Standardized Emergency Management Systems (SEMS) is the result of Senate Bill 1841, which requires that the County, cities, school districts, and special districts use a standardized method for responding to and managing emergencies; and

WHEREAS, the County Emergency Management Council has designed an organizational structure and Operational Area Agreement in compliance with Senate Bill 1841,

THEREFORE, BE IT RESOLVED that the Board of Trustees of Placentia Library District authorized its President, Secretary, and Library Director to sign the Operational Area Agreement of the county of Orange and Political Subdivisions dated October 3, 1995.

AYES: TRUSTEES: *Jim Stark, Kent Schulz,*

NOES: TRUSTEES:

ABSTAIN: TRUSTEES: *Ken*

ABSENT: TRUSTEES:

State of California)
) ss.
County of Orange)

I, Sandra M. Stark, Secretary of the Board of Trustees of the Placentia Library District of Orange County hereby certify that the above and foregoing Resolution was duly and regularly adopted by the Board of Trustees at a Regular Meeting hereof held on the seventeenth day of October, 1995.

IN WITNESS THEREOF, I have hereunto set my hand and seal this seventeenth day of October, 1995.

Sandra M. Stark, Secretary
Board of Trustees of the Placentia Library District
of Orange County

TO: Library Board of Trustees

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

DATE: October 17, 1995

SUBJECT: Approve distribution of a general solicitation letter from the Library Board of Trustees to all District cardholders requesting support of the Adopt-A-Book Program sponsored by the Placentia Library Foundation; and authorize purchase electronic copy of the Placentia Library District cardholder database at a cost not to exceed \$1,000, to be paid from the County Exempt Fund

BACKGROUND:

The State Library of California has issued a clarification of the confidentiality of library registration files as defined in the Public Records Act, Government Code Title 1, Division 7, Chapter 3.5 Section 6267.

This requirement means that the District cannot make the name/address information in its patron database available to the Friends, Foundation or any other group or individual without a court order.

This leave the plans for a general fundraising appeal with two options:

1. Distribute the appeal from the Foundation to carrier route (Resident/Patron form of address) or a purchased/rented mailing list
2. Distribute the appeal from the Library Board requesting that cardholders support the Adopt-A-Book program sponsored by the Placentia Library Foundation. A legal opinion is being sought to be sure that this option is within the scope of the public records law.

If the appeal is to be made to District cardholders, the database will need to be provided in an electronic format to be useable by the mailing contractor. The cost of the database preparation will be approximately \$900.

RECOMMENDATION:

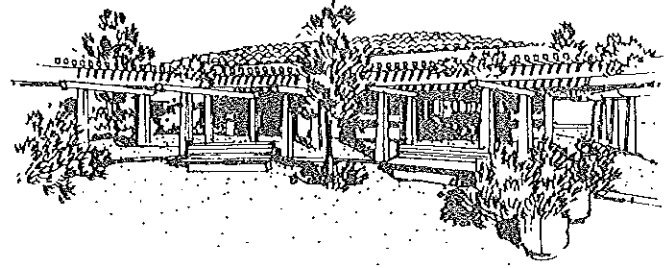
Approve distribution of a general solicitation letter from the Library Board of Trustees to all District cardholders requesting support of the Adopt-A-Book Program sponsored by the Placentia Library Foundation.

Authorize the purchase of the District's cardholder database in electronic format from DYNIX at a cost not to exceed \$1,000 to be paid from the County Exempt Fund.

Al / Placentia

*subject to
legal
parts*

PLACENTIA LIBRARY DISTRICT



411 East Chapman Avenue

Placentia, California 92670

(714) 528-1906

REQUEST FOR BIDS FOR PHOTOCOPIERS

Sealed bid responses must be received by 2:00 P.M. on Thursday, December 7, 1995, in the Administrative Office, Placentia Library District, 411 East Chapman Avenue, Placentia, CA 92670. Bids will be opened at that time. Bids must be valid for 60 days. The purchase is scheduled to be awarded on Tuesday, December 19, 1995.

Each bidder is to present amounts for outright purchase and lease-purchase options for each item. The District reserves the right to select purchase or lease for each individual piece of equipment.

The successful bidder must be able to guarantee that the delivery and installation of the 2 machines for the public area will be completed by 12:00 NOON on Wednesday, February 28, 1996. Access to the Library will begin at 8:00 A.M. on the same date. Delivery and installation of the office machine may be made prior to that date at the convenience of the successful bidder.

Bid must include a notarized certification that all equipment and supplies being provided are new, factory-provided items. The Cost Summary on Page 3 of this Document must be included with the Bid. Multiple bids may be submitted by a vendor as long as each item bid meets the specifications.

The successful bidder is responsible for delivery, installation, testing and maintenance of equipment including the installation of XCP, Inc. Model 5812 debit card readers on the two public machines. Information about the XCP Model 5812 debit card reader may be requested from: Dave Richman, XCP, Inc., 40 Elm Street, Dryden, NY 13053-9624; Telephone 607-844-9143.

Selection criteria will include:

Public Machines (2 machines)

Ease/simplicity of use by the public (preference for one-button copying for 8½ x 11" originals)

The speed with which the defaults reset.

Ease of replacing toner, paper and other operator-replaced supplies.

5-year cost for equipment, maintenance contracts, toner, and other supplies not covered by the maintenance contract excluding paper based on a use rate of 15,000 copies per month per machine. Service for the XCP Model 5812 will not be required beyond the standard XCP warranty period. The successful bidder will be required to install and maintain the debit card reader during the standard XCP warranty period.

Compatibility with the XCP, Inc. Model 5812 debit cardreader. The debit card readers must be attached to each copier and provided with a power source.

Placentia Library District Copier Bid, October 17, 1995, Page 2.

Office Machine (1 machine)

5-year cost for equipment, maintenance contracts, toner, and other supplies not covered by the maintenance contract excluding paper, based on a use rate of 15,000 copies per month per machine.

Ease of replacing toner, paper and other operator-replaced supplies.

Specifications for Public Machines (2 machines)

Copy speed for 1st copy no less than 6.5 seconds

No automatic document feeder.

No sorter.

Monthly usage of 15,000 - 20,000 copies.

High capacity feeder of no less than 1,000 sheets of 8½" by 11" paper (20#) with additional trays of no less than 250 sheets apiece for 8½" by 14" paper and 8½" by 11" paper for enlargement/reduction, if that feature is offered.

Throughput of 8½" by 11" and 8½" by 14", in 16-32# weights.

Must use standard 115 volt, 15 ampere circuit.

Warm-up less than 2 minutes.

Power saver default for non-peak use periods.

XCP, Inc. Model 5812 Debit card reader and any foreign interface, harness or other hardware to enable the card reader to function.

Stand with locked storage space for supplies.

Specifications for Office Machine (1 machine)

Copy speed for 1st copy no less than 6.5 seconds, with copy speed for 8½" by 11" main tray of no less than 30 sheets per minute.

Automatic document feeder capable of handling 5½" by 8½" to 8½" by 11" originals; including a single sheet feeder capable of handling 5½" by 8½" to 8½" by 11" originals.

20-bin sorter with a capacity of no less than 30 sheets per bin.

Auditing controller for no less than 50 accounts.

Automatic two-sided copying.

Zoom reduction/enlargement.

Monthly usage of 15,000 - 20,000 copies.

Automatic selection of paper size.

Automatic selection of paper tray.

Placentia Library District Copier Bid, October 17,1995, Page 3.

High capacity feeder of no less than 1,000 sheets of 8½" by 11" paper (20#) with additional trays of no less than 250 sheets apiece for 8½" by 14" paper and 8½" by 11" paper for enlargement/reduction, if that feature is offered. Must have single sheet by-pass.

Throughput of 8½" by 11" and 8½" by 14", in 16-32# weights.

Must use standard 120 volt, 15 ampere circuit.

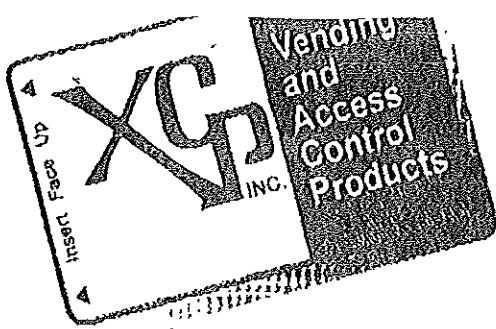
Warm-up less than 2 minutes.

Power saver default for non-peak use periods.

Stand with storage space for supplies (lock not required).

COST SUMMARY

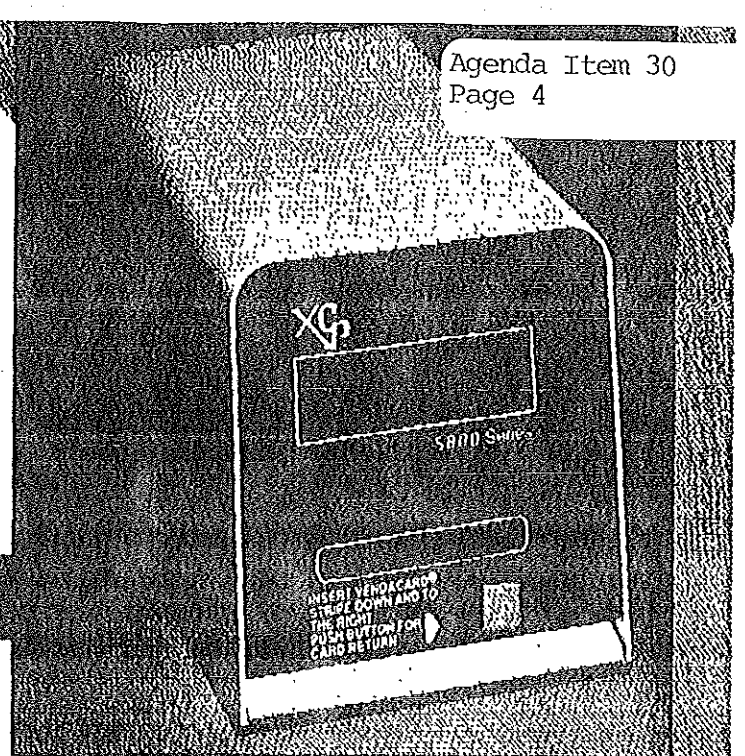
	Purchase	Lease-Purchase
2 Public Machines		
2 XCP Model 5812 Readers		
1 Office Machine		
Delivery/Installation		
Other: Specify		
Taxes		
TOTAL STARTUP COSTS		
5 Yr.. Maint. & Supplies - 2 Public Machines		
5 Yr.. Maint. & Supplies - Office Machine		



VendaCard®

Model 5812 Card Reader

- Sales Item Number : Model 5812 900201/CR80
 Model 5515 900260/CR50
 Model 5870 900382
 Model 5870 IAC



XGP Model 5812

Magnetic Stripe Read-Write Debit and Credit Control System for Coinless Vending

Since 1982 the VendaCard® System has been the most placed debit card vending system in the copier control industry. VendaCard® systems now control copiers, reader/printers, computer systems, pop and candy vending machines, cash registers and more. The VendaCard® Model 5812 is the ideal system as a "One Card Solution" for your campus, library, institution or business. VendaCard® systems replace cash and manage

vend totals are accumulated in a comprehensive set of meters that can be viewed on the display, sent to a hand held battery powered printer or downloaded to a PC with XGP's PCAS2 communication program. Debit VendaCards® carry either cash or unit value which is deducted from the card after each use. Credit VendaCards® identify each user. The 5812 system has 3,600 individual accounts. These account totals can be viewed on the display, sent to a printer or down

Features

- ▶ The VendaCard® Debit/Credit Controller displays the status of the VendaCard®. If the value is adequate (exceeding the preset vend price) a vend can be made.
- ▶ Each time a debit vend is made, the vend price is subtracted and the remaining debit value on the card is displayed. When you press the return button, the VendaCard®, (with the remaining value) is returned with the new value written on the magnetic stripe.
- ▶ Equipped with a 5-year back-up battery that insures the inserted card value is saved if power is removed from the VendaCard® Controller.
- ▶ Each VendaCard Controller can be programmed to accept cash or units value debit VendaCards®. There are 3,800 individual credit PIN accounts.
- ▶ Price per vend is set at each 5812 system. A VendaCard® can be used to access a machine that debits \$.10 per copy, on another machine that debits \$1.29 per vend and on another that debits .157 per minute usage.
- ▶ Two vend prices at each 5812, ie: \$.086 letter size and \$.124 for legal size or per minute of timed usage
- ▶ Has internal electronic meters for four debit access codes and 3,800 credit accounts.
- ▶ 8 different programmable lockout values for credit accounts
- ▶ TimeVend: programmable price, selectable time duration and time vend delay
- ▶ Write-Read-Verify of magnetic stripe

Design Specifications

Dimensions: 4" Height x 4" Width x 8" Length
Weight: 4lbs. 12 oz. Shipping Weight: 7lbs.
Color: Neutral Gray
Attachment: Two #10 Screws or Velcro™

Operator Specifications

Pricing:

Programming in cash, units or time
Price per vend: 0.000 to 99.999
Price per minute: 0.000 to 99.999
Units per vend: 0 to 255

Access Codes: 65,000 available

Active Access Codes (Debit): 4
Active Access Codes (Credit): 4
Active Credit PINS: 3,800
Lock Out Values (Credit): 8

Metering:

Debit non-volatile electronic meters: 22
Credit non-volatile electronic meters: 3800
Read-Write Verification: 1-5 Cycles

Audit:

Debit: Total value, total copies, total cash, total cash 1, total cash 2, total units, total units 1, total units 2, credit totals for 3,800 PIN accounts

To complete installation, a machine harness is required. Please specify make and model of copier, reader printer or computer printer. Each machine harness is designed for a particular office machine. Please note keyed different or keyed alike when ordering multiple units.

General Specifications

Power Input Transformer: 115/220/240VAC, 50/60Hz.

Power Output Transformer: 24VAC, 50/60Hz., 800ma.

Magnetic Media Operating Range

High Energy: 3,200 to 4,000

Low Energy: 300 to 600 Oersted

Magnetic Stripe Specification: .20" wide

Card Specification: CR-50/CH-80, .010"-.040" thickness

Control Lines: 2

Price/Units Line #1: N/O Relay Contact 1 Amp

Price/Units Line #2: N/O Relay Contact 1 Amp

Vend Reset, Signal Input: 2

Reset Line #1: 5-36 Volts AC/DC

Reset Line #2: 5-36 Volts AC/DC

Pulse Duration: 100 Microsecond Minimum

Visual Display: 16 Character Alphanumeric Backlit Supertwist

Interface: 9-Position Male Amp Male & Lok® Amp#1-4802-77-0

Machine Harness: Specify

Operating Temperature: 0-40°

Serial 9-pin subminiature "D" connector: for PC programming and external communications

1200 Baud Modem Board: Optional

RS-485 Board: Optional

Printer Specifications: RS-232C, 40 Column


TO: Elizabeth Minter, Library Director

FROM: Suad Ammar, Principal Librarian ~~AA~~

DATE: October 17, 1995

SUBJECT: Program Committee Report for the Month of September 1995.

PLACENTIA LIBRARY DISTRICT		
PROGRAM STATISTICS		
DEPARTMENT	SEPTEMBER 95	
	# PROGRAMS	# ATTENDEES
<i>ADULT SERVICES</i>		
Placentia Pride	1	6
<i>CHILDREN'S SERVICES</i>		
Class Visits to the Library	2	111
Story Hours	2	24
<i>LITERACY SERVICES</i>		
Tutor Training	1	18
Citizenship Exam	1	5
Families For Literacy	4	49

To: Elizabeth Minter, Library Director
From: Kay Schneider, Librarian II Children's Department 
Date: October 8, 1995
Subject: October Activities in the Children's Department

Library Card Sign Up Month

September was Library Card Sign Up month in the children's department. All of the children in our elementary schools were invited to come to the Library to get and use a Library card. The children who got their cards this month received a pencil and were entered into a contest for paperback books. Twenty happy children won paperback books.

PreSchool Story Hours

Fall story hours for children ages 3 - 6 began in September. This bi-weekly series is called A Walk in the Jungle and it will run from September 25 through December 7. Some of the weekly themes include: Crocodile Smiles, Tiger Tales, Hip-Hippo-Ray, Monkey Shines and will also include seasonal holiday themes. The story hours feature flannel stories, cut & tell stories, puppets and crafts.

Camp Library

The staff of the Children's department is busily preparing for the 9th annual Camp Library to be held on the night of November 17. The evening will begin with a program presented by Gary Beeno called "Kids Love Music." Other activities will include making large turkeys, a scavenger hunt, a book stacking contest, stories told by members of the Storytellers Guild, and a play presented by the El Dorado High School drama class. Should be a great evening!

In & Out Burger

Children are now reading for meals! They pick up bookmarks in the children's department and record the books they have read on them. They then bring the bookmarks back to the Library to be stamped. When they have 5 "stamped" titles on their bookmarks they may take them to the In & Out Burger for a hamburger, fries and a coke. Parents and children think it is great!

Kids Night Out

Kay and Cheryl are presenting evening story times for children and their parents. They began the first Monday in October and will continue for all five Mondays in October. The first session was attended by 12 parents and children and the second grew to 25. The parents and children are introduced to quality children's stories and to ways in which they might be used in the learning experience of the child. A craft related to the weekly theme is always included in the activities. It has been lots of work and lots of fun.

TO: Elizabeth D. Minter, Library Director
FROM: Cheryl Willauer, Library Assistant ^{aw}
DATE: October 11, 1995
SUBJECT: Publicity materials produced for September 1995.

Information on the Placentia Library cable channel #53:

1. Friends of the Library on-going booksale, plus information on the upcoming November sale.
2. Placentia Library Literacy Services offering INS-approved citizenship exam.
3. Story Time for children, including the evening story time starting in October.
4. Afterschool specials for children ages 7-12.
5. Placentia Library Trustees.
6. Hours and location of the Library.
7. North Story Circle meeting featuring storytelling and workshops.
8. September quotes.
9. Placentia Pride Seminar "Estate Planning".
10. Placentia Literacy Services asking for volunteers to become tutors.

Newspaper articles published:

1. Seminar - Living Trusts.
2. September is library card sign-up month.
3. Library subscribes to want-ad service.
4. New fall session of pre-school storyhours has begun at Placentia Library.
5. Memorial service for historian Virginia Carpenter.
6. Volunteers honored at the Library Board Meeting.
7. Opening chapter at library.
8. Keith deBrucky presents seminar on estate planning at the Library.
9. The Library offers special programs for children.
10. April Ottavian's column - Surprise! Grocery store gives library unexpected exposure.
11. Orchid Species Society of Southern California to meet at Library.
12. Hours and location of Placentia Library.
13. If we neglect libraries, are we burning books without using matches?
14. Libraries across the nation are struggling to preserve collections from smart thieves.

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The Register
Daily

SEP 11 1995

SEMINARS/CLASSES

▶ MONDAY 332

How to Get a Job in 45 Days, 6:30-8 p.m., Woman's World, 1551 N. Tustin Ave., No. 660, Santa Ana. Free. 836-5072. Career Options, 6:30-8 p.m., Womens Focus, 210 W. Main St., No. 204, Tustin. Free. Reservations. 731-8992.

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

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The Register

Daily SEP 13 1995

PLACENTIA

This is library card sign-up month for kids. Every youngster who signs up for a library card will receive a free decorated pencil and get to enter a drawing for a free paperback book, library assistant Cheryl Willauer said. "The idea is to encourage children to come and learn to use their library — not just for studying, but for fun too," Willauer said.

— Ann Pepper/(714) 704-3777

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Los Angeles Times

OC Edition SEP - 4 1995

Daily

MONDAY 332
SEPT.

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■ Postal Reclassification Seminar

Sponsor/Group: Pitney Bowes Software Systems
Where: Hyatt Regency Irvine, 17900 Jamboree Road
Time: 9 a.m. to noon
Admission: \$195
Information/Reservations: (300) 624-5377, Ext. 5969

■ Understanding Living Trusts

Sponsor/Group: Attorney Scott A. Bourdelais
Where: Placentia Library, 411 E. Chapman Ave.
Time: 7 p.m.
Admission: Free
Information/Reservations: (714) 541-9569

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Agenda Item 33

post Page 2

santa

The Register

Daily

SEP 29 1995

PLACENTIA 332

A new fall session of preschool story hours has begun at the library, 411 E. Chapman

Ave. Students will meet at 1 p.m. Mondays and at 10:30 a.m. Thursdays. Children 3 to 6 years old will be entertained by stories, puppets, flannel boards, crafts and movies. On Mondays, children meet from 6:30 to 7:15 p.m. for pajama story time.

No registration is required for these free programs, which last about 45 minutes. Call (714) 528-1906.

— Sharilyn Miller
(714) 704-3704

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Placentia News

Weekly SEP - 7 1995

Library subscribes to want-ad service

332
The Placentia Library now subscribes to a service that compiles the "help wanted" ads from 64 cities, publishes the ads on microfiche, and delivers the ads weekly to the library.

The ads are complete and unedited, providing full-time job opportunities for experienced or entry-level, white and blue collar positions. Cities include Atlanta, Ga.; San Francisco and San Diego; St. Louis, Mo.; Boston, Mass.; and Dallas and Houston, Texas, to name a few.

To view the microfiche, ask at the library's reference desk for Help Wanted USA. The library is at 411 E. Chapman Ave. Hours are: noon to 8 p.m. Monday-Wednesday; 10 a.m. to 6 p.m. Thursday; Friday closed; 10 a.m. to 6 p.m. Saturday; and 1 to 5 p.m. Sunday.

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Placentia News
Weekly

SEP 21 1995

332



Virginia Carpenter

Memorial service today for historian

Virginia Lewis Carpenter never married or had any children. Nevertheless, this tireless historian and busy volunteer has left behind a lasting legacy in her historical accounts of the North Orange County region.

Born Dec. 7, 1905, she died from natural causes June 5, 1995.

A memorial service will be held in her honor at 1:30 p.m. today, at McAuley & Wallace Mortuary, 902 N. Harbor Blvd., Fullerton.

Carpenter was especially known by local residents at "Placentia's historian." She penned "A Child's History of Placentia" and "A Pleasant Place" while working at the Placentia library from 1952 to 1971,

partly as a response to the plight of school children who came to the library searching for books on the city for their homework.

Carpenter was also an accomplished artist and crafter who lived most of her life in southern California.

For information, call 525-4721.

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The Register

Daily SEP 15 1995

PLACENTIA 332

Four volunteers will be honored Tuesday for their service to the public library. They are Mae Goldbaum and Carl Westberg, who have given more than 300 hours to the library; Allan Schlichter, who has given more than 200 hours; and Joan Fitzgerald, who has donated more than 500 hours of service to the library. The four will receive certificates recognizing their work from Paul Deputy, known in the city as the King of Volunteers. Deputy has given more than 5,300 hours of volunteer service to the library. The recognition will be conducted at the regular 7:30 p.m. meeting of the library board of trustees.

- Ann Pepper/(714) 704-3777

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Placentia News

Weekly SEP 28 1995

Library offers free preschool story hour

332
A new fall session of preschool story hours began Monday at the library, 411 E. Chapman Ave., which will continue to meet Mondays at 1 p.m. and Thursdays at 10:30 a.m.

Children aged 3 to 6 will be entertained by stories, puppets, flannel boards, crafts and movies. No registration is required for these free programs, which last about 45 minutes.

For information, call 528-1906.

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The Register
Daily

SEP 20 1995

PLACENTIA 332

A memorial service for Placentia historian Virginia Carpenter will take place at 1:30 p.m. Thursday at McAuley & Wallace Mortuary, 902 N. Harbor Blvd. Carpenter lived most of her life in Southern California, worked for many years at the Placentia Public Library and penned several historical books about Placentia and Orange County, including the children's book "Placentia: A Pleasant Place." She died June 5. For information about the service, call (714) 525-4721.

- Sharilyn Miller/(714) 704-3704

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The Register
Daily SEP 22 1995

Opening chapter at library

332

CITIES: The county-owned branch at Leisure World in Seal Beach turns private in bankruptcy aftermath.

By **DEBORAH BELGUM**
The Orange County Register

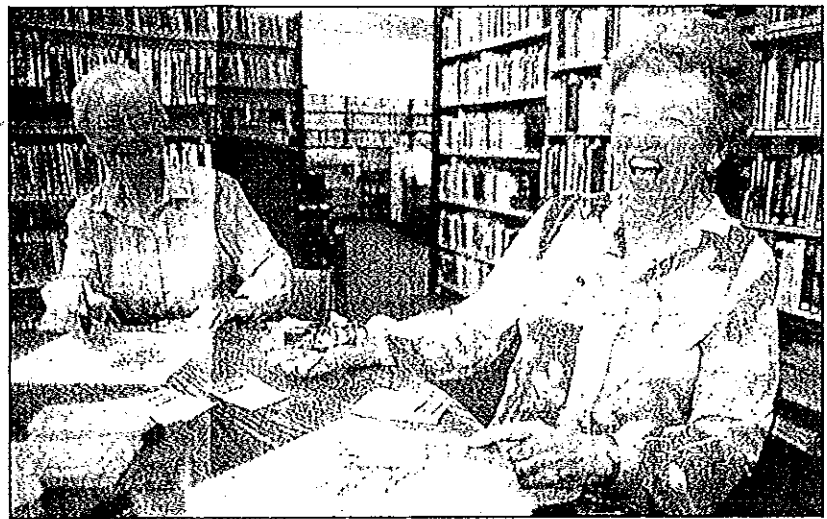
SEAL BEACH — A few glitches have developed in turning the county library at Leisure World into an exclusive, private book collection.

The library, which will be used only by Leisure World residents, opens today.

Paul Snow, head of the library committee, and several volunteers have spent nearly two months trying to figure out how to install a new computer system because the county took out its own.

"For a few of us, it's been a headache," he groaned.

After the bankruptcy, Orange County planned to close the Leisure World library and five other branches. But the retirement community's 8,400 residents didn't want it shut. So the Golden



MINDY SCHAUER/The Orange County Register

BOOK MARKERS: Leisure World library volunteers Doris Eastman, left, and Eileen Kindt get books ready for the opening today of the private collection at the senior citizens development.

Rain Foundation, which runs Leisure World, bought the library in June, paying \$260,000 for the building, furniture and 35,000 books.

It is the first branch to leave the county system. The Mission Viejo branch will be taken over by that city next summer.

Two county library branches in Garden Grove and one each in La Palma, Silverado and Villa Park continue to operate on reduced schedules.

Volunteers have done weeks of tedious tasks to get the Leisure World library ready for today's opening. It has been shut since

July 28 for the changeover.

On Thursday, a group of women, with black felt-tip pens, huddled at one table, meticulously blacking out the phrase "Orange County Public Library" on hundreds of yellow renewal slips.

"We went to college to learn to do this," joked Edith Miller.

Residents say the Leisure World library is vital.

"I was going to start protesting at the main gate of Leisure World if they didn't keep this library," said Eileen Kindt, a library volunteer. "To take away our library, that's half our life."

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Placentia News
Weekly SEP 28 1995

Estate, wills, power of attorney... just what are they and do we need one? Keith deBruckey, local attorney and president of the Chamber of Commerce will sort all of this out for us tonight 7:30 p.m. Placentia Library's Community Room.

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The Register
Daily SEP 23 1995

PLACENTIA 332

The library, 411 E. Chapman Ave. in the Civic Center, offers special programs for children. For more information call the children's department at (714) 528-1906.

- Ann Pepper/(714) 704-3771

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Placentia News
Weekly SEP 21 1995

PEOPLE

332 Surprise! Grocery store gives library unexpected exposure

News update...asked the question a while back, Surf Burger...where? Yorba Linda at Rose says Carol Gallo, C of C director and big supporter, of course, of Placentia's businesses.



APRIL OTTAVIAN

On the road again...not singing the song, but telling everyone that Jody Downey bicycled her way from Boston to New York City raising donations for Boston's Hospice for AIDS patients. Over 3,000 riders from all over the country joined up for the peddle-a-thon.

Have you seen the television commercial featuring Vons' spokesman Bob Davila and a Vons' checker? He gives the checker what he thinks is a credit card to pay for his groceries only to have the checker say, "But Mr. Davila, that's your library card." Guess which library? Placentia! Eagle eyes Martha Houston and Mary Castner spotted our Library logo on the card. Forget the low prices Mr. Davila, THANKS for the publicity! (Take note Friends of the Library...is that Mr. Guest Speaker Davila?)

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Los Angeles Times
OC Edition SEP 14 1995
Daily

pacific clippings
post office box 11789
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Los Angeles Times
OC Edition SEP 2 1995
Daily

PLACENTIA 332
■ Placentia Library (411 E. Chapman Ave., Placentia, [714] 528-1906). Open noon to 8 p.m. Monday through Wednesday; 10 a.m. to 6 p.m. Thursday and Saturday; 1 to 5 p.m. Sunday.

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

If we neglect libraries, are we burning books without using matches?

Summary: *Our libraries, both public and school, have fallen on hard times because they lack funds. We can wring our hands about it, or we can view it as an opportunity to create something better for Irvine.*

Let's face it. Our public libraries here in Irvine aren't what they ought to be. We're talking about all of our public libraries, not just the two that are part of the county library system. That means libraries in our elementary and high schools, too.

As usual, the problem is money — the lack of it. And, of course, there are reasons.

A few years ago, our state government, in its wisdom, or desperation, decided to redirect to other uses tax revenues that had been earmarked for public libraries. And we've all heard about the cuts in school funding. Those cuts have taken their toll on school libraries.

Bankruptcy disrupted operations

Then there was Orange County's bankruptcy, which caused more problems for libraries. For a while, it seemed the Heritage Park and University Park libraries were closed more often than they were open.

The hours of those two county libraries are back to semi-normal, but staffing is down. And the two libraries have fallen behind in updating their resources, to say nothing about plugging into the

MORE THAN BOOKS



LIBRARIES IN IRVINE

information age.

The situation in libraries at our elementary and high schools is even worse, according to school officials.

College building a library

On the positive side, Irvine Valley College will be getting its library soon. It will be wired for the information age. But this will add to the cost of construction and the question nags — when the building is finished, will there be enough money to properly equip and staff it? College administrators say yes,

but completion of the building is two years away.

In the near future, our city council will be looking at what it might do about the two county libraries in town.

Acquire them? At what cost? Take them over as part of the county's bankruptcy repayment to the city? If the city did take them over, how would they be operated? At what cost? These and many other questions need to be answered before the council does anything.

One thing seems certain, though. Our libraries, mainly because they lack funds, aren't serving us as well as they should be. If not at a crisis stage, they certainly are at a crossroads.

Opportunity presents itself

That means there also is an opportunity.

We could take a whole new look at what we expect from all of our libraries and how they might be organized to provide all segments of the community with the best and most efficient access to information.

Certainly there are things to be learned from UC Irvine, site of the biggest public library in town.

We could look at the present shortcomings of our libraries as an opportunity to create a model system.

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Irvine World News
Weekly SEP 14 1995

Libraries across the nation are struggling to preserve collections from smart thieves

332-

BOOKS: Rare volumes and valuable plates are stolen at an alarming rate, even at the Library of Congress.

By **FRANK GREVE**
Knight-Ridder Newspapers

You can still read many of the Library of Congress' journals of 19th-century expeditions and its rare old botanical encyclopedias and bird books.

You just can't see the pictures.

Nearly 27,000 valuable maps, engravings and hand-colored illustrations have been cut out and fenced to unscrupulous or unwitting dealers, librarians suspect.

The stolen plates, worth an estimated \$1.75 million and now indistinguishable from legitimately acquired ones, are believed to be feeding a burgeoning U.S. market in rare prints and engravings.

And 300,000 books are missing from the library entirely, according to the latest tally of losses. Many are rare, old, richly illustrated and saleable.

What's going on in the stacks of the nation's central library is simply the largest example of a wave of theft that has touched art books, bird books, atlases and other precious volumes in libraries across the United States, enriching difficult-to-detect thieves and the dealers — knowing and unknowing — who market the stolen artwork.

As a result, public, private and university libraries across the nation are hemorrhaging their ill-protected, irreplaceable older materials, experts say.

Loath to admit embarrassing losses and torn by the centuries-old challenge to make books available to readers while protecting them, librarians traditionally have suffered their thefts in silence.

In the 1980s, they responded with more guards, clamped down on public access and discovered their real prob-

lem: their staffs.

Since then, rising prices for anything antique — and light sentences for educated first-timers committing nonviolent crimes — have all but overwhelmed libraries' tighter internal controls.

"Thefts have gone WAAAY up. There's more stuff being stolen AND the thieves are more sophisticated," said Katharine Kyes Leab, a book-trade publisher in Connecticut who for 12 years has compiled a listing of library losses reported nationwide.

"Stolen books and manuscripts have not gotten the attention that stolen paintings and art objects have," added Stephen K. Urice, director of the Rosenbach Museum and Library in Philadelphia, a leading rare book and manuscript center. "But the surge in cultural theft certainly includes them."

Stephen Blumberg knows precisely how vulnerable libraries are. Blum-

Please see **BOOKS** Page 4

BOOKS: Single thief stole from 268 libraries

FROM 1

berg, now 45, bored and brilliant heir to a St. Paul, Minn., real estate fortune, beat the security systems of no less than 268 public, private and university libraries over a 20-year period ending in 1990. Experts valued his haul of books, maps, illustrations and other rarities at \$7 million.

Blumberg looted university libraries in 45 states, including Harvard, Duke, the University of Michigan, University of Minnesota, Wayne State University, the University of Colorado, the University of North Carolina, the University of Florida and the University of Southern California.

State libraries and archives in Kansas, Ohio, South Dakota, Wisconsin, Connecticut and many Western states also were plundered, according to FBI investigators.

"Very few of the 23,600 books Blumberg stole had ever been known to be missing," noted Nicholas Basbanes, author of a new book on book collectors titled "A Gentle Madness." Why? "Librarians normally don't know a book is gone until somebody calls for it. That takes a while in a library with a million

books, especially when it comes to rare, obscure books on arcane subjects."

Like most book thieves — biblioklepts is the fancy word — Blumberg drew little jail time; he'll be out in January.

Once pages have been cut out and slipped through library security, "there is absolutely no way for a buyer to know, in most cases, that a plate has been stolen," said Dale Sorenson, president of Waverly Auctions Inc. of Bethesda, Md., a rare book and manuscript specialist.

So big and hot is the market for single plates, compared to old books, that a set of illustrations is generally worth more than the whole books from which they've been cut, experts add.

Books are somewhat better protected, either with magnetized strips called tattle-tapes or with imprints identifying them as library property. Tattle-tapes can be silenced with a readily available device, however, and many libraries don't mark their most valuable materials for fear of marring their appearance and reducing their value.

At the Library of Congress, a staff of about 120 guards, working two shifts, tries to protect 500

miles of bookshelves holding 16.4 million volumes. Most guards man security checkouts at library exits, opening purses and briefcases routinely, but not, for instance, asking visitors to remove suit jackets.

But security is never good enough, noted author Basbanes, citing the efforts of monastic librarians in the Middle Ages who chained books to walls and tried to ward off book thieves with curses.

"For him that stealeth, or borroweth and returneth not, this book from its owner, let it change into a serpent in his hand and rend him," warns a medieval bookplate from the monastery of San Pedro in Barcelona, Spain.

"Let him be struck with palsy and his members blasted. Let him languish in pain crying aloud for mercy and let there be no surcease to this agony . . . Let bookworms gnaw his entrails . . . and when at last he goeth to his final punishment, let the flames of Hell consume him forever."

Chains and curses "didn't work very well, at least so far as protecting the books was concerned," Basbanes noted.

"But I'm sure there are book

TO: Elizabeth Minter, Library Director
FROM: Katie Matas, Literacy Coordinator *KMM*
DATE: October 17, 1995
SUBJECT: **Placentia Library Literacy Services Report for the month of September**

Program Statistics

Active tutors: 60
Active students: 76
Students waiting to be matched: 38
Percentage of tutors reporting (September hours): 88%
Tutoring hours reported: 249
Other volunteer hours reported: 128.5
Total volunteer hours: 377.5

Citizenship Exam. The citizenship exam was administered Saturday, September 23, 1995. Five people took the exam. The next exam is scheduled for Saturday, October 21.

Fund Raising Day. September 11, 1995, Literacy Coordinator Matas attended the National Society of Fund Raising Executives (NSFRE) Fund Raising Day in Los Angeles. Workshop topics were of equal value when considering donors or volunteers. Topics of interest included getting your message across to people of various ethnic groups and dealing with volunteer burnout.

H.I.S. (Homeless Intervention and Shelter) House. Located in Placentia, H.I.S. House provides transitional shelter to individuals and families who are homeless to enable them to regain self-sufficiency. Residents stay for 60 to 90 days while they develop a source of permanent income and save money for permanent housing. H.I.S. House Program Director, Patricia Arledge, and Literacy Coordinator Matas met on September 14, 1995 to discuss the need of H.I.S. House residents to know what resources are available to them at the library and to know how they can access those resources. A library tour as part of each new resident's orientation seemed to answer this need. Since the Literacy Coordinators are familiar with all parts of the library, they seemed to be the most logical ones to conduct these tours. A tour check list has been designed to include a general library tour and items of special interest to individuals trying to regain self-sufficiency. New residents will call the Literacy Office to schedule a tour. At the end of the tour, the tour check list will be signed by the person conducting the tour and given to the resident to take back to H.I.S. House.

Southern California Library Literacy Network (SCLLN). The September 19, 1995 meeting of SCLLN was attended by Literacy Coordinator Matas and Board President Dinsmore. Joan Andrews, an educator and counselor, gave a presentation on Attention Deficit Disorder (ADD) and coping skills. The presentation included ways tutors can structure their tutoring sessions to help learners with ADD get more out of their tutoring time.

Tutor Training. A 15-hour tutor training workshop began on Tuesday, September 26, 1995 with 18 participants including one tutor who wanted to repeat the workshop to pick-up anything she missed the first time.

Networking. Literacy Coordinator Matas represented PELS at the Placentia Community Network.

TO: Elizabeth D. Minter, Library Director

FROM: Jeannine Walters, Families For Literacy Coordinator

DATE: October 17, 1995

SUBJECT: Families For Literacy Report for the month of September

Program statistics.

Attendance

September 6	7 adults	10 children	17 Total
September 13	3 adults	4 children	7 Total
September 20	6 adults	8 children	14 Total
September 27	5 adults	6 children	11 Total

This year's Families For Literacy program began on September 5. We are once again cooperating with the Placentia-Yorba Linda Unified School District's Adult Education program. We provide childcare two mornings a week, and they provide an ESL instructor for the students. Programs are also being held at the Library on Wednesday mornings for parents and their children.

I was on medical leave for two weeks this month. While I was gone, the program was supervised by the Literacy Coordinator, Katie Matas. Students were given a tour of the Library and given the opportunity to apply for Library cards. Several of students also filled out applications for Literacy tutors.

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10/10/1914

10/10/1914

TO: Elizabeth Minter, Library Director
FROM: Suad Ammar, Principal Librarian
DATE: October 17, 1995
SUBJECT: **Placentia Pride Council Report for the Month of September, 1995.**

Legal workshops: Attorney Keith deBrucky presented the "Estate Planning" seminar on Thursday September 28 as scheduled. Mr. deBrucky's presentation was enhanced by transparencies and handouts that were prepared especially for the presentation. Only six people attended.

The October seminar " Power of Attorney." will also be presented by Mr. deBrucky

" Family Law, Financial Settlement " is the last seminar in this series, it will be presented on November 16, 1995 by attorney Violet Woodhouse.

