

OFFICE OF EMERGENCY SERVICES

LAKE COUNTY SHERIFF'S OFFICE

2017

LAKE COUNTY OPERATIONAL AREA

Lake County Emergency Operations Plan

Mutual Aid Annex

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For

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INTRODUCTION

The Lake County Emergency Operational Area Mutual Aid Plan is an extension of, and supportive document to, The Lake County Emergency Plan. The emergency plan supports the concepts of the Incident Command System (ICS), the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and multi-hazard response planning to Natural, Technological, and Weapons of mass destruction emergencies. It is intended that more detailed operational plans will supplement this document at the special district, city government, law enforcement, fire-rescue services and the Lake Operational Area levels. To effectively implement Emergency Operation Plans (EOP) formulated at the various levels, all plans should be developed within the framework of Continuity of Operations (COOP), and the California State Emergency Plan.

I. PURPOSE

1. To provide for systematic mobilization, organization and operation of necessary local government and operational area resources of Lake County and its political subdivisions in mitigating the effects of disasters, whether natural, technological or weapons of mass destruction.
2. To provide a comprehensive and compatible system for the expedient mobilization and response of available Law Enforcement, Fire-Rescue, Public Works, Public Health-Welfare and Operational Area support resources.
3. To provide a mutual aid system within the Lake Operational Area recognizing that the Communities, cities and county may have to stand alone without outside assistance for a period of time.

Planning Basis

1. Recognizing that the Lake Operational Area governmental agencies do not have resources sufficient to cope with major impact emergencies without mutual aid support.
2. Recognizing that the Lake Operational Area and its political subdivisions must preplan emergency operations to ensure efficient utilization of operational area available resources.
3. Recognizing that the Lake Operational Area requires a countywide mutual aid system, in support to each jurisdiction emergency response activities.
4. Recognizing that the Lake Operational Area wishes to provide a Mater Mutual Aid Agreement between the county, cities and special district providing emergency response resources.
 - a) To create a formal structure for provision of mutual aid;
 - b) To provide the understanding that no party shall be required to unreasonably deplete its own resources in furnishing mutual aid;

- c) To provide the understanding that the responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident, including the direction of such personnel and equipment provided through mutual aid plans pursuant to the agreement.
5. Lake Operational Area is divided into three mutual aid zones to facilitate the coordination of mutual aid. Through this system the Sheriff's Office and Office of Emergency Services is informed of conditions in each geographic zone, and the occurrence or imminent threat of disaster.

II. EXPLANATION OF TERMS

1. Mutual Aid Resources

Lake Operational Area resources shall include, but shall not be limited to, the necessary personnel and equipment under the direct control of the governmental agency needed to provide mutual aid assistance for all emergencies; i.e., law enforcement units, fire-rescue units, emergency medical service units, hazardous materials units, public works units, communications units, EOC support staff, etc.

2. Local Emergency

Shall mean the existence of conditions within the Lake Operational Area (OA), or any political subdivisions within; that has been impacted by a natural, technological, weapons of mass destruction or war related emergency event, that has overtaxed local resources, services, personnel, equipment, facilities and is requiring the combined forces of other Operational Area agencies to combat the situation.

3. State of Emergency

Means the duly proclaimed existence of conditions of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, storm, civil disturbance or earthquake, or other conditions, except as a result of war-caused emergencies, which conditions by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment and facilities of any single county, city and county, or city, and would require the combined forces of a mutual aid region or regions to combat. "State of Emergency" does not include, nor does any provision of this plan apply to any condition resulting from a labor controversy.

(California Emergency Services Act, Chapter 7 of Division 1 of Title 2 of the Government Code)

4. State of War Emergency

Means the conditions which exist immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy or upon receipt by the state of a warning from the federal government indicating that such attack is probable or imminent. (California Emergency Services Act, Chapter 7 of Division 1 of Title 2 of the Government Code).

5. Disaster Service Worker

Means any person who is registered with the Lake County Disaster Council or with anyone of the two City's Disaster Council within the Lake Operational Area for the purpose of engaging in disaster service pursuant to the "California Emergency Service Act" without pay or consideration. "Disaster Service Worker" includes volunteer civil defense workers and public employee and also includes any unregistered persons impressed into service during a State of Emergency by a person having authority to command the aid of citizens in the execution of that person's duties. "Disaster Service Worker" does not include any person registered as an active fire and rescue member of any regularly organized volunteer fire department, having official recognition and full or partial support of the county. Pursuant to the Lake County Emergency Operations Plan (EOP), "Disaster Service Workers" shall be recruited and trained to augment local government forces. They will assist in saving property and perform other duties as required. Training necessary to engage in such activities is defined as authorized and supervised training carried on in such a manner and by a qualified person as the local (Lake) Disaster Council shall prescribe. (Section 3211.92, California Labor Code).

6. Mutual Aid

Means an agreement in which two or more parties agree to furnish resources and facilities and to render services to each and every other party of the agreement to prevent and combat any type of disaster or emergency. Lake Operational Area and its political subdivisions have developed several automatic and mutual aid agreements among the Fire-Rescue Services, including a Hazardous Material Response Team made-up from Lake County Fire District, Kelseyville Fire District, Upper Lake Fire District and Nice Fire Department for countywide operations.

a) Voluntary Mutual Aid

Mutual Aid is voluntary in the Lake Operational Area.

b) Obligatory Mutual Aid

Mutual aid under a "State of War Emergency" shall be deemed obligatory.

c) California Master Mutual Aid Agreement

Means the November 1950, agreement made and entered into by and between the State of California, its various departments and agencies, and the various political Subdivisions, Municipal corporations, and other public agencies of the State of California to facilitate implementation of Chapter 7 of Division 1 of Title 2 of the Government Code entitled "California Emergency Services Act".

7. Lake County Mutual Aid Zones

Lake County Operational Area is divided into four Emergency Operational Zones. The zone concept of operations has been developed to facilitate the coordination of resources, mutual aid and other emergency operations within a geographical area of the county.

Each Emergency Operational Zone presents the following unincorporated communities as follows:

South Zone

Middletown
Anderson Springs
Hidden Valley Lake
Forest Lake
Whispering Pines
Harbin Springs
Lower Lake
Pine Grove
Cobb
Hobergs
Adams Springs
Loch Lomond

Central Zone

Kelseyville
Riviera Heights
Riviera West
Soda Bay
Finley

North Zone

Blue Lakes
Bachelor Valley
Upper Lake
Nice
Lucerne
Kono Tayee
Glen Haven
Bartlett Springs
Clearlake Oaks
Hough Springs
Clear Lake Keys
Orchard Shores
Highland Harbor

8. Lake Operational Area

Means the intermediate emergency response and recovery level, consisting of county government, two cities, special districts and tribal government.

The following are the Lake Operational Area governments:

Municipal Government

City of Lakeport
City of Clearlake

Special Districts

Public Services
Hidden Valley Lake
Clearlake Riviera
Highland Water

Tribal Government

Habematol Pomo of Upper Lake
Scotts Valley Band of Pomo Indians
Robinson Rancheria
Elem Indian Colony
Big Valley Reservation
Middletown Rancheria
Koi Nation (Sonoma County)

9. Law Enforcement Agencies

Means the intermediate law enforcement response departments available in the Lake Operational area.

Lake County Sheriff's Office
Lakeport Police Department
Clearlake Police Department
California Highway Patrol
California Department of Forestry & Fire Protection
California Department of Parks & Recreation
California Department of Fish & Wildlife

10. Lake County Fire Services

Means the intermediate fire-rescue services available in the Lake Operational Area.

South Zone

South Lake County FPD

Central Zone

Kelseyville FPD
Lakeport FPD
Lake County FPD

North Zone

Nice FD
Clearlake Oaks FPD
Upper Lake FPD
Lucerne FD
Lower Lake FD

County Wide

California Department of Forestry & Fire Protection
U.S. Forest Services, Mendocino National Forrest

11. Lake Operational Area Coordinators

Each Operational Area in the State of California has a designated Operational Area Coordinator for Law Enforcement, Fire-Rescue Services and Office of Emergency Services.

a) Law Enforcement

The Lake County Sheriff-Coroner is the designated Law Enforcement Coordinator for the operational area. All law enforcement mutual aid resources being requested from outside the Lake Operational Area to the OES Coastal Region Law Enforcement Coordinator will be coordinated with the Lake County Sheriff-Coroner.

b) Fire-Rescue

Lake County Fire Services, annually elect a designated Operational Area Fire-Rescue Coordinator. All fire-rescue mutual aid resources being requested from outside the Lake Operational Area to the OES Coastal Region Fire-Rescue Coordinator will be coordinated with the Lake Fire-Rescue Coordinator.

c) Lake Office of Emergency Services

The Lake County OES Coordinator is the designated Operational Area Coordinator for all mutual aid requests from outside the Lake Operational Area to the OES Coastal Region for resources other than Law Enforcement and Fire-Rescue Service.

12. California Mutual Aid Region

The State of California is geographically divided into six Law Enforcement and Fire-Rescue mutual aid regions. CAL EMA has three administrative regions. Lake County is in Region II, the Coastal Region. The following operational areas represent the Coastal Mutual Aid region. The Coastal Region encompasses sixteen (16) counties and local jurisdictions.

Humboldt	Lake	Napa	Alameda	Santa Clara	Monterey
Del Norte	Sonoma	Solano	San Francisco	Santa Cruz	
Mendocino	Marin	Contra Costa	San Mateo	San Benito	

III. POLICIES

The following policies form the basis of the Lake County Emergency Mutual Aid Plan:

1. The Basic tenets of emergency planning are self-help and mutual aid.
2. Emergency planning and preparation is the task which must be shared by all political subdivisions, industry and citizens of Lake County.
3. The Lake County Mutual Aid plan provides a practical and flexible pattern for the orderly development and operation of mutual aid on a voluntary basis between cities, cities and Lake County, operational area Fire-Rescue Services, Law Enforcement Agencies, and special districts. Normal operation procedures are utilized, including day-to-day mutual aid agreements, and plans, which have been developed by local government agencies.
4. Lake Operational Area Mutual Aid Plan shall be consistent with OES Coastal Regional Plans and policy of the California Master Mutual Aid Agreement.
5. Reimbursement for mutual aid may be provided pursuant to a Governor's proclamation of a "State of Emergency" for Lake County.
 - a) The Lake County Office of Emergency Services shall be required to provide direction, ongoing guidance and monitoring throughout the process until reimbursement is received by local government agencies.
 - b) Special Agreements, Joint Powers Agreement (JPA), Memorandum of Understanding (MOU), between cities, special districts, and Lake County will not include commitment

of mutual aid resources without the expressed, written consent of the local jurisdictions(s).

6. In developing Lake Operational Area emergency plans (cities, special districts, county), provisions will be made for integrating mutual aid resources in support to operational area response and recovery operations.
7. In developing Lake Operational Area emergency plans, provisions will be addressed to protect emergency response personnel from liability issues while in the performance of their duties under the California Emergency Service Act. (Declaration of a local emergency).
8. Lake Operational Area emergency plans will reference the California Master Mutual Aid Agreement of November 1950.

Lake Operational Area mutual aid agencies shall:

- a) Reasonably exhaust local resources before requesting outside mutual aid assistance
- b) Provide the maximum practicable assistance to operational area stricken communities under the provisions of this mutual plan.
- c) Provide a current inventory of mutual aid resources to the Lake County Office of Emergency Services annually.
- d) Provide for receiving and dissemination information, data, and directives.
- e) Conduct necessary training to adequately perform their functions and responsibilities during emergencies.

IV. ASSUMPTIONS

1. Major Emergencies

Lake Operational Area emergencies may reach such magnitude as to require mutual aid resources to and from the two cities, special districts, tribal governments, and neighboring Glenn, Colusa, Sonoma, Napa, Yolo and Mendocino operational area jurisdictions.

2. Natural Disaster

Natural disasters may necessitate mobilization of resources for the reservation and protection of life, property and the environment.

3. Technological Disaster

Technological emergencies may necessitate mobilization of resources for the preservation and protection of life, property and the environment from threats such as hazardous materials releases, manmade fire, dam failure or transportation accidents.

4. Civil Disturbance

Civil disturbance include incidents that are intended to disrupt a community to the degree that law enforcement intervention is required to maintain public safety. Civil disturbances are generally associated with controversial political, judicial, or economic issues and/or events; the effects of civil disturbances are varied and are usually based upon the type, severity, scope and duration of the disturbance. The effects of civil disturbances include traffic congestion or gridlock, illegal assemblies, disruption of utility service, property damage, and injuries and potentially loss of life. Potential threat to life and property could require significant law enforcement, fire-rescue and emergency medical response effort and mutual aid resources.

5. Terrorism

Terrorism involves a struggle between competing principles and ideologies below the level of conventional war. Most terrorist activities are bombing attacks. Principles targets include high-population areas, military personnel and facilities, commercial establishments and government buildings and property. The effects of terrorist activities can vary significantly, depending on the type, severity, scope, and duration of the activity. Terrorist activity may result in disruption of utility services, property damage, injuries and loss of life. Lake Operational Area may not be considered a "high profile" candidate for terrorist activity, however it may consider that terrorist protecting state/national issues could target or use the area as a test site by groups in preparation for a larger attempt. Geographically, consideration is given to the State of California. Criminals, terrorists, and the mentally deranged could potentially use Weapons of Mass Destruction (WMD). Mass casualties and extensive property damage are the trademarks of WMD, making their detection and prevention a public\safety priority. WMD destruction may come in various forms with the use of chemical, \biological, radiological, nuclear, or explosives. Such an attack will require extensive law enforcement, fire-rescue\and emergency medical, response effort and mutual aid resources.

6. War Related Activities

Attack upon the United State, California or the Lake Operational Area would result in immediate utilization of all local resources, state resources and the request to other jurisdictions throughout California and possibly neighboring States.

V. MUTUAL AID ORGANIZATION

The Lake Operational Area mutual aid organization includes the two cities, special districts, tribal governments and county agencies within Lake County.

1. Incident Commander

Local government agency of legal responsibility generally will provide initial emergency response to the scene of the situation. The local agency will assume the role as Incident Commander. The Incident Commander will direct and coordinate all emergency operations. If the incident expands beyond the capability or overtaxes local resources, the Incident Commander will make the request for mutual aid. Law Enforcement or Fire-Rescue will be directed to the designated Operational Area Coordinator. All other mutual aid request will go to the designated local government EOC.

2. Law Enforcement Operational Area Coordinator

The Lake Operational Area Coordinator, when activated is responsible for managing and coordinating the Law Enforcement mutual aid resource system. The Area Coordinator (Sheriff) will evaluate OA resources in support to the incident. If required, the coordinator will request activation of the regional law enforcement coordinator for mutual aid resources from Region II sixteen counties.

3. Fire – Rescue Operational Area Coordinator

The County Fire Chief's select the Lake Operational Area Coordinator. When activated, is responsible for managing and coordinating the Fire-Rescue mutual aid resource system. The Area Coordinator (Elected Fire Chief) will evaluate OA resources in support to the incident. If required, the coordinator will request activation of the regional Fire-Rescue Coordinator for mutual aid resources from Region II sixteen counties.

4. Lake Operational Area Coordinator

The Lake Operational Area Coordinator is the County OES Coordinator. When activated, is responsible for supporting and coordinating emergency response and recovery operations in support to all local governments, special districts and incident commands. If required, the Area Coordinator will request activation of the OES Coastal Region REOC for mutual aid resources from Regional, State and Federal agencies.

5. Local Government Emergency Operations Center

The local emergency management staff, when activated, will assume their assigned responsibilities in support to the Field Incident Command(s) from the Emergency Operation Center (EOC). A key factor to the local EOC activation is the ongoing support and coordination, resources availability,

communications system, public information, situation analysis, and altering and warning the local population. Key emergency staff members have specific responsibilities under the local jurisdiction Emergency Operations Plan (EOP). Mutual aid resource requests will be directed to the Operational Area EOC and the designated area coordinator, i.e. public health, shelter-welfare, etc.

6. Operational Area Emergency Operations Center

The Lake Operational Area EOC will automatically activate when the operational area experiences widespread or series of incidents, immediate widespread catastrophe impact, special request from an Incident Command or a request from one or more local government Emergency Operations Centers. During a declared “Local Proclamation of Emergency”, the OA Emergency Operations Center will activate to the necessary levels required to support coordination, direction, and control of personnel, equipment and specialized resources. During emergency response and recovery operations, the OA-EOC, will evaluate current situations, determine available resources countywide, and mobilize resources being requested in meeting operational needs. If necessary, the OA Emergency Operations Center will coordinate recovery operations with OES/FEMA representatives following a “Governor’s State of Emergency”.

VI. RESPONSIBILITIES

1. Local Government

The appropriate Incident Commander or Director of Emergency Services shall:

- a) Direct all actions toward stabilizing and mitigating the emergency, protecting life, property, environment and support other emergency services in recovery operations.
- b) Implement an effective Incident Action Plan (IAP) in support to mutual aid resources.
- c) Maximize the use of existing facilities, resources and services within incident responsibilities area, prior to requesting mutual aid from neighboring jurisdictions.
- d) Manage and coordinate mutual aid resources in accordance with established Lake Operational Area policies and procedures.
- e) During emergency response and recovery operations, maintain communications with the Operational Area Coordinators and respective EOC.
- f) The governmental agency receiving mutual aid shall be responsible for logistic support for all mutual aid personnel and equipment received.
- g) Maintains an up-to-date IAP for deploying mutual aid resources with inventory of equipment and personnel received.
- h) The governmental agency receiving mutual aid resources, will be in charge of all personnel and equipment received for the duration of the incident command
- i) Shall provide mutual aid resources to neighboring jurisdictions or the Operational Area to the extent of their availability without unreasonably depleting local resources.

2. Operational Area

The appropriate Operational Area Coordinator or Director of Emergency Services shall:

- a) Evaluate Operational Area situation, mutual aid requests, determine available resources in the OA that can be provided in a timely period and activate appropriate response in support to the request. If required for additional mutual aid resources, notify the appropriate Regional Coordinator of current emergency actions and mutual aid requests.
- b) Determine time commitment and justification of resources deployed to the local government agency and the length of time the resources will be committed.
- c) The Operational Area Coordinator will maintain communications with requests agency of the status of request mutual aid resources responding to the incident.
- d) The governmental agency requesting mutual aid resources, shall maintain control of all resources, personnel and equipment furnished for emergency operations.
- e) During a “Declared Lake County Local Proclamation of Emergency”, the Operational Area Coordinator or the authorized representative shall report to the OA Emergency Operations Center (EOC). The OA Coordinator will assume their respective role in support to field response agencies, incident commands and local government requests.
- f) During a “State of War Emergency”, the Operational Coordinator or the authorized representative shall report to the OA Emergency Operations Center (EOC).

VII. PROCEDURES

Lake Operational Area mutual aid resources are rendered pursuant to the California Master Mutual Aid Agreement and are based upon an increment and progressive system of mobilization.

This Mutual Aid Contingency Plan is in support to each respective jurisdiction’s Emergency Operations Plan (EOP), Departmental Standard Operations Procedures (SOP) and OA Local Government ordinances, resolutions, policies and regulations. Emergency resource deployment plans are based upon the concept of providing any OA local government or requesting agency sufficient resources without depleting resources outside of the are impacted by the disaster.

Under normal conditions, emergency resources and plans are activated in ascending order; i.e., local government, county operational area, coastal region, state and federal. Circumstance may prevail, which makes mobilization of significant response forces from within the Lake Operational Area or Coastal Region to the disaster impractical and imprudent. Therefore, requesting mutual aid is not contingent upon mobilization of uncommitted resources within the operational area.

1. Local Government Resources:

Local government resources include resources available through automatic and/or day-to-day mutual aid agreements with neighboring jurisdictions. This mutual aid plan may be activated by request to the Law Enforcement OA Coordinator, Fire-Rescue OA Coordinator and the Lake OA Coordinator. Upon Request of activation, the OA Coordinator must know of those local resources committed in order to determine resource availability for subsequent response.

2. Operational Area Resources:

Lake Operational Area resources are those, which are made available to the OA through this approved and adopted Mutual Aid Plan. Mobilizations of Operational Area resources are activated through proper request systems, as outlined in this plan.

3. Regional Resources:

Cal EMA’s Costal Region/Region II resources included all resources available through the California Master Mutual Aid Agreement, Law Enforcement Mutual Aid System and the Fire-Rescue Manual Aid System.

4. Emergency Communications Center:

Regional mutual aid resources deploying into the Lake Operational Area communications contact will be the:

- | | |
|---------------------|--|
| a) Fire-Rescue | Lake County Sheriff’s Office Dispatch Center |
| b) Law Enforcement | Lake County Sheriff’s Office Dispatch Center |
| c) Lake EOC | Office of Emergency Services |
| d) Incident Command | Incident Field Communications Unit |

5. Training:

Training of emergency response personnel in specialized skills and techniques is essential for successful mutual aid deployment during major disaster operations. Therefore, each agency has a responsibility to develop training programs addressing mutual aid response and deployment while following the Incident Command System (ICS), California Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) principals and guidelines.

A well-developed, decision-making process can complement all phases of mutual aid resource utilization.

Lake Operational Area Authorities-Draft Ordinance and Resolutions

County of Lake

- Resolution of the Board of Supervisors of the County of Lake adopting the Lake County Emergency Operations Plan dated _____.
- Ordinance 2342, relating to Emergency Organization and Functions of the Lake County Disaster Council, by the Board of Supervisor, dated February 20, 1996.
- Resolution of the Board of Supervisors of the County of Lake adopting the California Disaster and Civil Defense Master Mutual Aid Agreement, dated December 1, 1950.
- Resolution of the Board of Supervisors of the County of Lake relative to Workers' Compensation Insurance for registered volunteer "Disaster Service Worker's", dated _____.

Cities

City of Lakeport

- Ordinance _____ adopting the City of Lakeport Emergency Organization and Functions by the City Council, dated _____.

City of Clearlake

- Ordinance _____ adopting the City of Clearlake Emergency Organization and Functions by the City Council, dated _____.

CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT

This agreement made and entered into and between the STATE OF CALIFORNIA, its various departments and agencies and the various political subdivisions, municipal corporations, and other public agencies of the State of California.

WITNESSETH:

WHEREAS, it is necessary that all of the resources and facilities of the State, its various departments and agencies, and all its political subdivisions, municipal corporations and other public agencies be made available to prevent and combat the effect of disasters which may result from such calamities as flood, fire earthquake, pestilence, war, sabotage and riot; and

WHEREAS, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that a disaster should occur, by the interchange of services and facilities, including, but not limited to, fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstructions which would arise in the event of a disaster; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a local, countywide, regional, statewide and interstate basis;

1. Each party shall develop a plan providing for the effective mobilization of all its resources and facilities, both public and private, to cope with any type of disaster.
2. Each party agrees to furnish resources and facilities and to render services to each and every other party to this agreement to prevent and combat any type of disaster in accordance with duly adopted mutual aid operational plans, whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and service in furnishing such mutual aid.
3. It is expressly understood that this agreement and the operational plans adopted pursuant thereto shall not supplant existing agreements between some of the parties hereto providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange or other basis, but that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto, shall be without reimbursement unless otherwise expressly provided for by the parties to this agreement or as provided in Sections 1541, 1586,

and 1587, Military and Veterans Code; and that such mutual aid intended to be available in the event of disaster of such magnitude that it is, or likely to be beyond the control of a single party and requires the combined forces of several or all the parties to this agreement to combat.

4. It is expressly understood that the mutual aid extended under this agreement and the operational plan adopted pursuant thereto shall be available and furnished in all cases of local peril or emergency and in all cases in which a STATE OF EXTREME EMERGENCY has been proclaimed.
5. It is expressly understood that any mutual aid extended under this agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "California Disaster Act" and other applicable provisions of law, and except as otherwise provided by law that: "The responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him thorough the operation of such mutual aid plans." (Sec 1564, Military and Veterans Code.)
6. It is expressly understood that when and as the State of California enters into mutual aid agreements with other states and the Federal government, the parties to this agreement shall abide by such mutual aid agreements in accordance with the law.
7. Upon approval or execution of this agreement by the parties hereto all mutual aid operational plans heretofore approved by the State Disaster Council, or its predecessors, and in effect as to some of the parties hereto, shall remain in full force and effect as to them until the same may be amended, revised, or modified. Additional mutual aid operational plans and amendments, revision, or modification of existing or hereafter adopted mutual aid operational plans, shall be adopted as follows:
 - a) Countywide and local mutual aid operational plans shall be developed by the parties thereto and are operative as between the parties thereto in accordance with the provisions of such operational plans. Such operational plans shall be submitted to the State Disaster Council for approval. The state Disaster Council shall notify each party to such operational plans of its approval, and shall also send copies of such operational plans and who are in the same area and effected by such operational plans. Such operational plans shall be operative as to such other parties 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.
 - b) Statewide and regional mutual aid operational plans shall be approved by the state Disaster Council and copies thereof shall forthwith be sent to each and every party by

such operational plans. Such operational plans shall be operative as to the parties affected thereby 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination participation of this agreement, declines to participate in the particular operational plan.

- c) The declination of one or more of the parties to participate in a particular operational plan or amendment, revision or modification thereof, shall not affect the operation of this agreement and the other operational plans adopted pursuant thereto.
- d) Any party may at any time by resolution or notice given to the State Disaster Council, in the manner as notice of termination of participation in this agreement, decline to participate in any particular operational plan, which declination shall become effective 20 days after filing with the State Disaster Council.
- e) The State Disaster Council shall send copies of all operational plans to those states departments and agencies designed by the Governor. The Governor may, upon behalf of any department or agency, give notice that such department or agency declines to participate in a particular operational plan.
- f) The State Disaster Council, in sending copies of operational plans and other notices and information to the parties to this agreement, shall send copies to the Governor and any department or agency head designated by him; the chairman of the board of supervisors, the clerk of the board of supervisors, the County Disaster Council, and any other officer designated by a county; the mayor, the clerk of the city council, the City Disaster Council, and any other officer designated by a city; the executive head, the clerk of the governing body, or other officer of other political subdivisions and public agencies as designated by such parties.

8. This agreement shall become effective as to each party when approved or executed by the party that has heretofore or hereafter approved or executed this agreement, until participation in this agreement is terminated by the party. The termination by one or more of the parties of its participation in this agreement shall not affect the operation of this agreement as between the other parties thereto. Upon approval or execution of this agreement the State Disaster Council shall send copies of all approved and existing mutual aid plans effecting such party which shall become operative as to such party 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in any particular operational plan. The State Disaster Council shall keep every party currently advised of who the other parties to this agreement are and whether any of them has declined to participate in any particular operational plan.

9. Approval or execution of this agreement shall be as follows:

- a) The governor shall execute a copy of this agreement on behalf of the State of California and the various departments and agencies thereof. Upon execution by the Governor a signed copy shall forthwith be filed with the State Disaster Council.
- b) Counties, cities, and other political subdivisions and public agencies have a legislative or governing body shall by resolution approve and agree to abide by this agreement, which may be designated as "CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT." Upon adoption of such a resolution, a certified copy thereof shall forthwith be filed with a State Disaster Council.
- c) The execution head of those political subdivisions and public agencies having no legislative or governing body shall execute a copy of this agreement and forthwith file a signed copy with the State Disaster Council.

10. Termination of participation in this agreement may be effective by any party as follows:

- a) The Governor on behalf of the state and its various departments and agencies, and the executive head of those political subdivisions and public agencies having no legislative or governing body, shall file a written notice of termination of participation in this agreement with the State Disaster Council and its agreement is terminated as to such party 20 days after filing of such notice.
- b) Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution give notice of termination of participation in this agreement and file a certified copy of such resolution with the State Disaster Council, and this agreement is terminated as to such party 20 days after the filing of such resolution.

IN WITNESS WHEREOF this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

/S/ Earl Warren
GOVERNOR

On behalf of the State of California and all its department Agencies.

(SEAL)

ATTEST: November 15, 1950

/S/ Frank Jordan
SECRETARY OF STATE

MASTER MUTUAL AID AGREEMENT CHANGES

There are references in the Master Mutual Aid Agreement to the California Disaster Act, State Disaster Council, and various sections of the Military and Veterans Code.

Effective November 23, 1970, by enactment of Chapter 1454, Statute 1970, the California Disaster Act (Sections 1500 ff., Military and Veterans Code) was superseded by the California Emergency Services Act (Sections 1550FF., Government Code), and the State Disaster Council was superseded by the California Emergency Council.

Section 8668 of the California Emergency Services Act provides:

“Master Mutual Aid Agreement” means the California Disaster and Civil Defense Master Mutual Aid Agreement, made and entered into by and between the State of California, its various departments and agencies, and the various political subdivisions of the state, to facilitate implementation of the purpose of this chapter.

Substantially, the same provisions as previously contained in Section 1541, 1564, 1586 and 1587 of the Military and Veterans Code, referred to in the agreement, are now contained in Sections 8633, 8618, 8652, and 8653, respectively, of the Government Code.