



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDATITLE: Adopt Resolution to Approve and Agree to Abide by the California Disaster and Civil Defense Master Mutual Aid Agreement (FD)

MEETING DATE: April 6, 2011

PREPARED BY: Fire Chief

RECOMMENDED ACTION: Adopt a resolution to approve and agree to abide by the California Disaster and Civil Defense Master Mutual Aid Agreement.

BACKGROUND INFORMATION: On November 15, 1950, then - Governor Earl Warren executed the California Disaster and Civil Defense Master Mutual Aid Agreement on behalf of the State of California and all its departments and agencies. This has been the backbone of the California Fire Service mutual aid system which provides resources for emergency assistance locally and throughout the state.

California State Emergency Management Agency (CEMA) reviews the agreement and the agencies listed in the agreement for accuracy. Due to changes over the years, many agencies have experienced a change status or name. CEMA is requesting local governing bodies adopt by resolution an agreement to the California Disaster and Civil Defense Master Mutual Aid Agreement.

The City of Lodi is currently a party to this agreement through the San Joaquin County Fire Agencies Mutual Aid Agreement. It has been determined by the State that such agreements can only be served through a Joint Powers Agreement (JPA). Since no such JPA exists in this county, it has been recommended by the Area Coordinator (Fire Chiefs represented by San Joaquin County) that a resolution agreeing to abide by the California Disaster and Civil Defense Master Mutual Aid Agreement be adopted by each local jurisdiction.

Failure to do so would leave the City liable for the costs of utilizing mutual aid resources in the event of an emergency in this jurisdiction. It could also require the City to recover the costs of providing any mutual aid on their own.

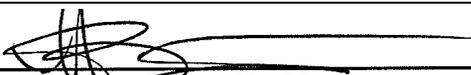
FISCAL IMPACT: No direct fiscal impact by adopting this resolution. The City could become vulnerable to recovery of costs associated with receiving assistance from other agencies, however, without a letter of agreement.

FUNDING AVAILABLE: Funds available through current budget.


Kevin Donnelly, Fire Chief

KD/lh
Attachments

APPROVED:


Rad Bartlam, City Manager

**CALIFORNIA
DISASTER AND CIVIL DEFENSE
MASTER MUTUAL AID AGREEMENT**

This 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;

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 reconstruction 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;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the parties hereto as follows:

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

4. It is expressly understood that the mutual aid extended under this agreement and the operational plans 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 through the operation of such mutual aid plans." (Section 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, revisions, or modifications 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 to other parties to this agreement who did not participate in such operational plans and who are in the same area and affected 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 affected 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 of Participation in 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 any 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 same 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 state departments and agencies designated 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, and shall remain operative and effective as between each and every 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 operational plans affecting 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 having 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 the State Disaster Council.
 - c. The executive 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 effected 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 this agreement is terminated as to such party 20 days after the 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.

Signed by: EARL WARREN
GOVERNOR

On behalf of the State of California and all its
Departments and Agencies

ATTEST:

November 15, 1950

Signed by: FRANK M. JORDAN
SECRETARY OF STATE



Note:

There are references in the foregoing 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, Statutes 1970, the California Disaster Act (Sections 1500 ff., Military and Veterans Code) was superseded by the California Emergency Services Act (Sections 8550 ff., Government Code), and the State Disaster Council was superseded by the California Emergency Council.

Section 8668 of the California Emergency Services Act provides:

- (a) Any disaster council previously accredited, the State Civil Defense and Disaster Plan, the State Emergency Resources Management Plan, the State Fire Disaster Plan, the State Law Enforcement Mutual Aid Plan, all previously approved civil defense and disaster plans, all mutual aid agreements, and all documents and agreements existing as of the effective date of this chapter, shall remain in full force and effect until revised, amended, or revoked in accordance with the provisions of this chapter.

In addition, Section 8561 of the new act specifically 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 purposes 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 foregoing agreement, are now contained in Sections 8633, 8618, 8652 and 8643, respectively, of the Government Code.

RESOLUTION NO. 2011-48

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AND AGREEING TO ABIDE BY THE
CALIFORNIA DISASTER AND CIVIL DEFENSE
MASTER MUTUAL AID AGREEMENT

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WHEREAS, Earl Warren, Governor of the State of California, on the 15th day of November 1950, executed the California Disaster and Civil Defense Master Mutual Aid Agreement on behalf of the State of California and all its Departments and Agencies.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does, by Resolution, hereby approve and agree to abide by said California Disaster and Civil Defense Master Mutual Aid Agreement; and the City Clerk is hereby authorized and directed to send a certified copy of this Resolution to the California Emergency Management Agency.

Date: April 6, 2011

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I hereby certify that Resolution No. 2011-48 was passed and adopted by the Lodi City Council in a regular meeting held April 6, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, Nakanishi,
and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

CITY COUNCIL

BOB JOHNSON, Mayor
JOANNE MOUNCE,
Mayor Pro Tempore
LARRY D. HANSEN
PHIL KATZAKIAN
ALAN NAKANISHI

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

April 14, 2011

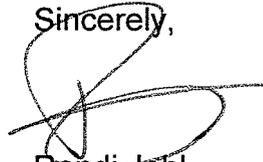
California Emergency Management Agency
3650 Schriever Avenue
Mather, CA 95655

**RE: RESOLUTION APPROVING AND AGREEING TO ABIDE BY THE
CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID
AGREEMENT**

The Lodi City Council, at its meeting of April 6, 2011, adopted the enclosed resolution approving and agreeing to abide by the California Disaster and Civil Defense Master Mutual Aid Agreement.

Should you have any questions, please feel free to contact the City Clerk's Office.

Sincerely,



Randi Johl
City Clerk

RJ/JMR

Enclosure

cc: Lodi Fire Department