

ANNEX C

Law Enforcement Mutual Aid Operations



Operational Area Emergency Operations Plan SEPTEMBER 2026

Unified San Diego County Emergency Services Organization and County of San Diego

ACKNOWLEDGEMENTS

Sheriff

Kelly Martinez, Sheriff
Richard Williams, Undersheriff

Law Enforcement Mutual Aid Operations

Sheriff's Emergency Planning Detail

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EXECUTIVE SUMMARY

The Law Enforcement Mutual Aid Operations Annex addresses the lines of communications for requesting law enforcement assets through the Operational Area Law Enforcement Coordinator, which is the San Diego County Sheriff. This annex states the responsibilities of law enforcement in the San Diego Operational Area, which consist of:

- Law enforcement
- Evacuation
- Traffic control in contract cities, and
- Providing assistance to other law enforcement agencies

The Sheriff is the Director of law enforcement activities for the unincorporated areas of San Diego County, and those Cities that have contracted with the Sheriff for law enforcement. The Sheriff is the Mutual Aid Coordinator for all law enforcement resources in San Diego County.

GENERAL

INTRODUCTION

This annex establishes organizational responsibilities and general procedures for local law enforcement jurisdictions and supporting agencies during all-hazards incidents, including natural disasters, human-caused emergencies, and civil unrest.

PURPOSE

It is the purpose of this annex to define the actions and roles necessary to provide a coordinated response within the Operational Area (OA).

This annex provides guidance to agencies within the County of San Diego with a general concept of potential emergency assignments before, during, and following emergency situations.



SCOPE

The County of San Diego has several different local, state, federal, and tribal policing entities that work together in order to provide security to the region during normal operations as well as in states of emergency. The Law Enforcement Mutual Aid Operations Annex ([Annex C](#)) is a mechanism for coordinating these agencies into a cohesive and coordinated response when law enforcement mutual aid is needed in response to an all-hazards incident. Annex C is activated in situations where local, state, federal, and tribal law enforcement resources are overwhelmed or are inadequate to complete a mission. Following proper protocols, mutual aid can extend across jurisdictional boundaries to ensure that specific needs are addressed. [Annex Q](#) outlines evacuation strategies, procedures, recommendations and organizational structures, and the County's Reunification Concept of Operations (ConOps) which outlines anticipated roles, responsibilities and actions to promote timely and efficient reunification of people or animals within the County of San Diego OA.

Requesting and activating law enforcement mutual aid is the responsibility of the San Diego County Sheriff's Office (SDSO) as the Operational Area Law Enforcement Mutual Aid Coordinator.

Types of Support

Law Enforcement support may be in one or more of the following missions:

- | | |
|---|--|
| Law Enforcement | Building and Facility Security |
| Aerial Support | Mass Care/Collection Center Security |
| Special Teams (SWAT, hostage negotiators, etc.) | Explosive Ordnance Disposal |
| Mobile Field Force (Platoon) | Investigation of Arson and Bombings |
| Traffic Control | Waterborne Enforcement/Dive Rescue and Support |
| Evacuation | |
| Search and Rescue | |
| Field Bookings | |
| Prisoner Management | |

Whole Community Approach

The San Diego Operational Area is committed to achieving and fostering an emergency management system that uses a Whole Community Approach and is fully inclusive of individual needs and circumstances. For further details on the Whole Community Approach to emergency management and the integration of inclusive emergency management practices, refer to the Basic Plan.



OBJECTIVES

The primary objectives of law enforcement are the preservation of life and property and the maintenance of law and order.

Functional objectives for law enforcement operations are:

- Coordinate the mobilization of personnel and equipment from supporting agencies (i.e., Sheriff's Office, Jurisdictional Law Enforcement Agencies, District Attorney Investigators, Probation Department, Tribal Governments, Parks and Recreation).
- Receive and disseminate warning and evacuation information to the general public utilizing methods that are accessible to all population groups. This includes messaging through various channels and/or door to door notifications using whatever means reasonable to relay the message.
- Deploy personnel and equipment to locations needed to accomplish primary objectives.
- Coordinate evacuation of hazardous areas for all population groups, including individuals with disabilities and others with access and functional needs who do not own a personal vehicle or cannot drive; and provide perimeter security and access control
- Provide security for essential facilities, services, and resources.
- Maintain the safety and security of persons in custody.
- Implement aerial surveys of the area to provide accurate information on hazards, victims, conditions, damage assessment, and other vital information.
- Coordinate the establishment of emergency traffic routing and ingress/egress procedures with the California Highway Patrol or jurisdictional agency.
- Assist in the establishment of Multi-agency Staging Areas.
- Coordinate with cities/jurisdictions in the OA, Tribal Governments, Region and State agencies in accordance with local mutual aid agreements, the California Law Enforcement Mutual Aid Plan, the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the National Response Framework (NRF).

CONCEPT OF OPERATIONS AND ACTIVATION OF MUTUAL AID

The Sheriff, or designee, is the Operational Area Law Enforcement Mutual Aid Coordinator. During emergencies, individual law enforcement agencies will operate under their own departmental emergency plans with their existing resources. When a Chief of Police, or designee, determines that an emergency situation in their jurisdiction may extend, or is already, beyond the control of their department's resources, it is the Chief's responsibility to request mutual aid from the Operational Area Law Enforcement Mutual Aid Coordinator. Law Enforcement mutual aid is defined specifically through California's Office of Emergency Services (Cal OES) and the "Blue Book". The Blue Book is consistent with California law concerning the application of SEMS.



GENERAL REQUIREMENTS FOR MUTUAL AID

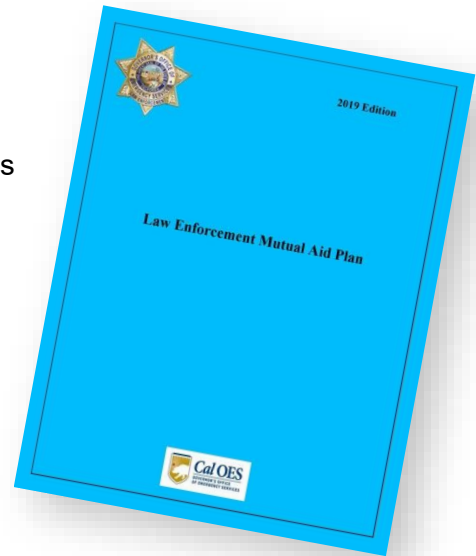
General Requirements for Requesting Mutual Aid

- An emergency must exist or be imminent;
- A significant number (50% or more) of local resources must be committed to the incident or other incidents, prior to the request for mutual aid; and
- A specific mission must be stated.

Point of Contact

Requests for mutual aid should be directed to:

- The Sheriff's Watch Commander via the Sheriff's Communications Center or
- The Law Enforcement Mutual Aid Coordinator in the Sheriff's Operations Center, when activated.



Unanticipated Situations

Departments experiencing an unanticipated situation that is developing (but has not yet occurred) and it appears that the department's resources may soon be insufficient, should contact the Operational Area Law Enforcement Coordinator (the Sheriff, or designee, via the Sheriff's Communications Center Watch Commander) and advise that the department may be requesting mutual aid.

Planned Events

Should an agency have a planned event (i.e., concert, parade, etc.), a formal request for mutual aid cannot be made until an unanticipated emergency, or incident occurs, that may become or is already beyond the control of the agency's available resources. Departments may; however, utilize other departments' personnel, equipment, and/or supplies by mutual agreement (MOU, Joint Powers Agreements, etc.). Under these special agreements, the immunities, benefits, and funding available under formal mutual aid may not be available.

Proclamation of Emergency

A situation requiring mutual aid resources beyond the OAs capabilities usually results in a proclamation of a local emergency. While a proclamation of local emergency is not required for requests within the OA or requests to the Operational Area Law Enforcement Coordinator, local government jurisdictions should consider making such a proclamation should an incident reach the mutual aid level due to the special powers and immunities that accompany such a proclamation.

Such proclamations are normally made by:

- City Council or Board of Supervisors
- City Manager or Chief Administrative Officer, if Council or Board of Supervisors is not in session.

USE OF MILITARY FORCES FOR MUTUAL AID

State Military Forces

The Governor will normally commit the California National Guard (CNG) resources in support of civil authority only upon determination that:

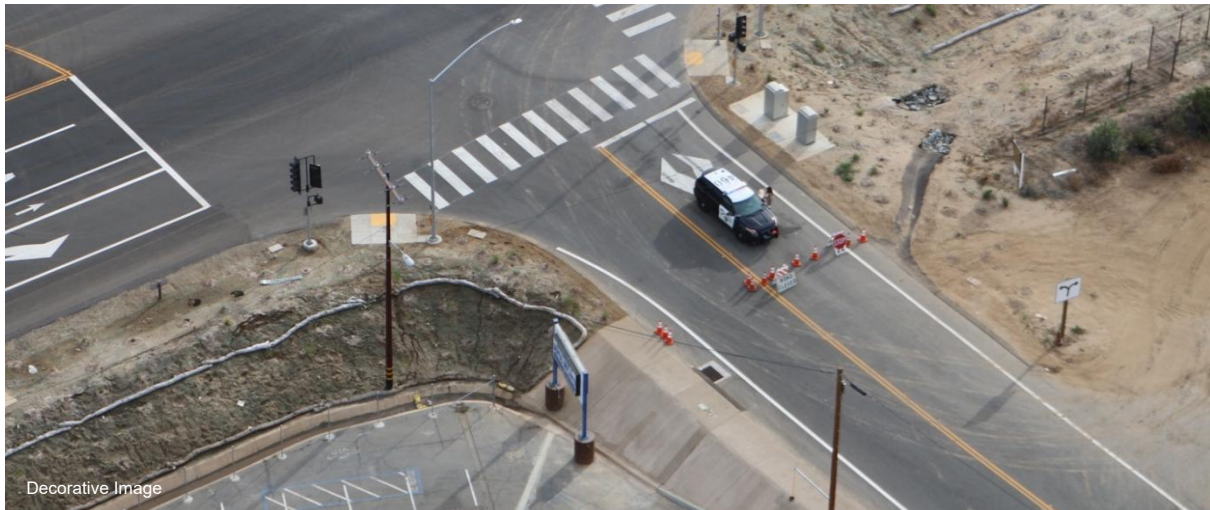
- An emergency condition exists or is imminent; and
- All civil resources have been or will be reasonably committed; and
- Civil authority cannot or will not be able to control the situation; and
- Military assistance is required and has been requested through the Cal OES Law Enforcement Coordinator.



Federal Military

Military Commanders may commit federal troops:

- Upon direction of the President of the United States; or
 - When the local commander feels that there is an immediate and imminent threat to life; and
 - Local resources are unavailable; and
 - A delay in established mutual aid would result in unnecessary deaths, injuries or extensive property damage.



RELATED LAW ENFORCEMENT MUTUAL AID ISSUES

Command

The local requesting agency remains in charge of the incident unless command is relinquished. Generally, responding resources from a jurisdiction will remain together. However, if used to supplement patrol, they could be paired with a local officer who is familiar with the area.

Fiscal Issues

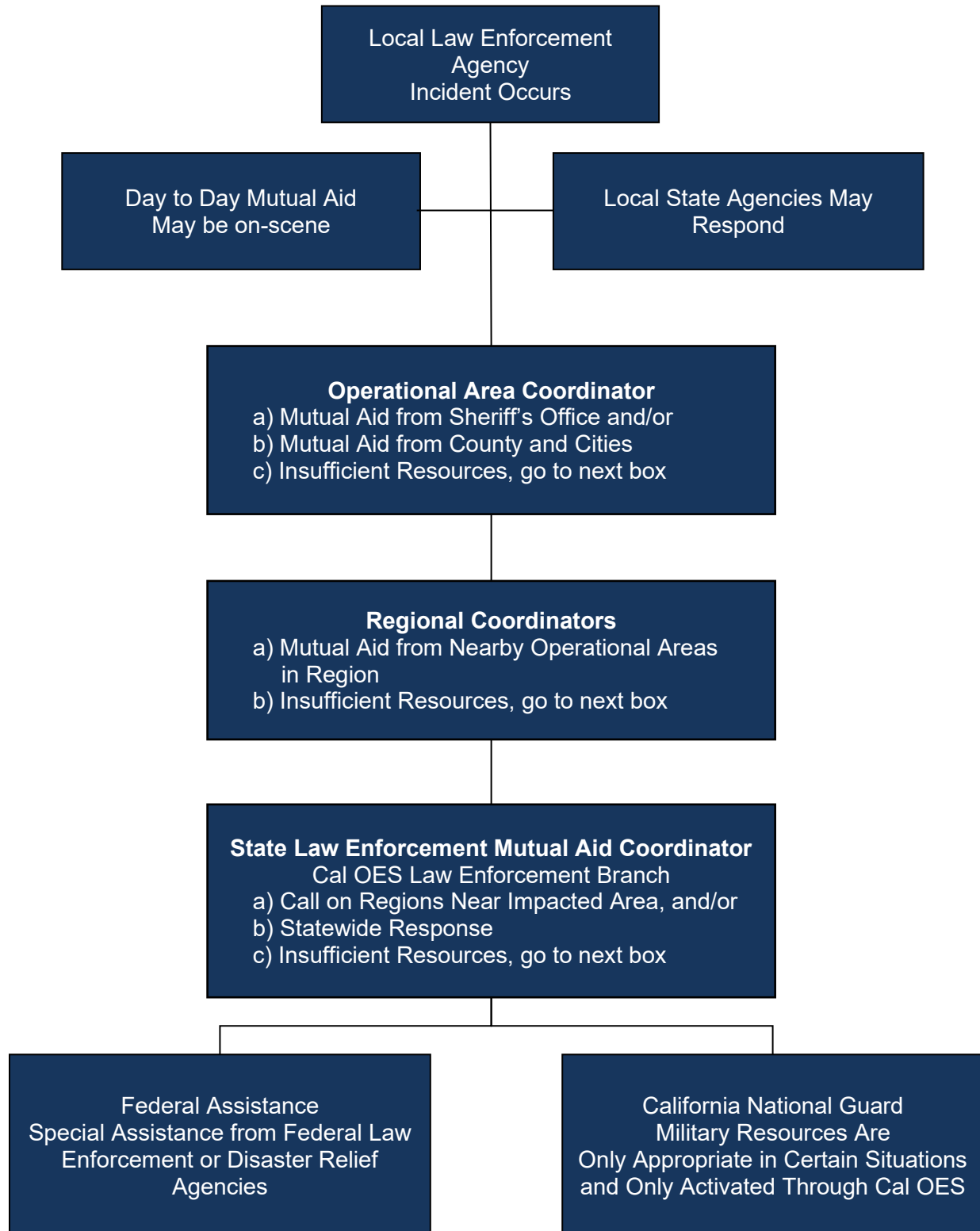
Unless otherwise agreed to:

- The requesting agency is responsible for feeding, billeting, fuel, and other on-scene support.
- The requesting agency is not responsible for providing salary or employment benefits.
- Emergency medical costs for a responder are paid by the responder's agency.
- Damaged equipment (i.e., vehicles) is not reimbursable by the requesting agency. If a State Proclamation or Federal Declaration has been made, the responding agency should submit a claim through the requesting agency.
- Materials used are normally replenished by the requesting agency.

ADDITIONAL DUTIES OF THE OPERATIONAL AREA LAW ENFORCEMENT MUTUAL AID COORDINATOR

- Coordinate with involved law enforcement agencies to establish a central point of incident information related to law enforcement responsibilities, such as the Sheriff's Operations Center.
- Coordinate with affected law enforcement agencies to determine objectives and priorities affecting the allocation of mutual aid resources.
- Coordinate with affected law enforcement agencies in developing Operational Area inter-jurisdictional law enforcement activities and plans (evacuation, area control, traffic control, etc.) during widespread emergencies or disasters.
- Provide for representation in the OA EOC Management and Operations Sections.
- Assist the Office of the Medical Examiner in security and mutual aid requirements.

Figure 1
Activation Channels for Law Enforcement Mutual Aid



ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

The Sheriff serves as the Operational Area Law Enforcement Coordinator. When Mutual Aid is requested by a local law enforcement agency, the Sheriff, or representative will:

- Confirm an emergency or anticipated emergency exists.
- Establish that the involved local agency's resources are inadequate to meet the demands of the incident (and meet the criteria for a mutual aid request).
- Obtain the mission(s) for responding personnel.
- Through coordination with the Incident Commander, determine the quantity and type of resources needed to accomplish the mission(s).
- Determine where to stage the incoming mutual aid resources.
- Identify the Liaison Officer of the requesting agency who will serve as the point of contact.
- Ensure both the requesting agency and the Law Enforcement Mutual Aid Coordinator establish appropriate documentation procedures.
- Ensure responding resources are demobilized as soon as they are no longer needed.

If the Operational Area Law Enforcement Mutual Aid Coordinator determines there are insufficient resources within the OA, they will contact the Regional Law Enforcement Mutual Aid Coordinator (Region VI). The Regional Law Enforcement Mutual Aid Coordinator will then contact all necessary law enforcement agencies within Region VI to obtain the needed resources. If the Regional Law Enforcement Mutual Aid Coordinator determines resources are insufficient within the region, they will then contact the Cal OES Law Enforcement Mutual Aid Coordinator who will contact all necessary Regions within the state. Figure 1 (previous page) outlines the activation channels for law enforcement mutual aid.

ORGANIZATION

The following local law enforcement agencies have entered into an agreement for mutual aid within the region:

- California Highway Patrol
- Carlsbad Police Department
- Chula Vista Police Department
- Coronado Police Department
- Escondido Police Department
- El Cajon Police Department
- La Mesa Police Department
- National City Police Department
- Oceanside Police Department
- San Diego Community College District Police Department
- San Diego County District Attorney's Office – Bureau of Investigations
- San Diego County District Attorney's Office
- San Diego County Probation Department
- San Diego County Sheriff's Office

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- San Diego Police Department
 - San Diego Unified School District
 - San Diego State University Police Department
 - Unified Port of San Diego Harbor Police Department
 - University of San Diego Police Department

The above law enforcement agencies have entered into a master mutual aid agreement, signed by the Chiefs of each agency.

ASSIGNMENT OF RESPONSIBILITIES

When mutual aid is activated, supporting agencies will respond to a central law enforcement staging area for assignment. In general, supporting agencies will assist with such activities as law enforcement, evacuations, traffic control/direction, scene security, search and rescue operations (if appropriately trained) and a variety of activities that fall within the purview of a law enforcement officer.

During the activation of local DOCs, pre-identified staff will respond to the respective DOC and be assigned as necessary. The Sheriff's Office, California Highway Patrol (CHP) and Department of Animal Services (DAS) will also provide pre-identified ranking staff members to respond to the OA EOC.

SUPPORT FUNCTIONS

During a natural disaster or other large-scale crisis, numerous governmental and non-governmental agencies will be involved in the immediate response as well as the long-term efforts of recovery.

SUPPORTING ORGANIZATIONS

- Jurisdictional Law Enforcement Agencies from the Operational Area (OA)
- Port of San Diego Harbor Police
- County Sheriff
- County Probation Department
- County Department of Animal Services
- School District Police
- California Highway Patrol (CHP)
- County District Attorney Investigators
- County Department of Parks and Recreation
- California National Guard
- California Department of Justice
- California Department of Corrections
- California Fire Marshal
- Military Forces of the United States

DIRECTION, CONTROL, OR COORDINATION

LOCAL REQUEST FOR MUTUAL AID

When a Chief of Police of a local jurisdiction (or the Sheriff, acting as chief law enforcement officer for the unincorporated or a contract area) determines that an unusual occurrence may become or is already beyond the control of local law enforcement resources, it is the Chief's (or duly authorized representative's) responsibility to request mutual aid from the Operational Area Law Enforcement Mutual Aid Coordinator.

A proclamation of local emergency may or may not be appropriate for the circumstances; however, the Chief of Police may request mutual aid prior to the activation of an EOC or formal proclamation of local emergency. Mutual aid request and response is not dependent on a proclamation of local emergency.

OPERATIONAL AREA MUTUAL AID

When an emergency develops or appears to be developing which cannot be resolved by a law enforcement agency within an OA, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem. (Section 26602 GC)

In response to a request for law enforcement mutual aid by a Chief of Police within the OA, the Sheriff will initiate procedures to activate the mutual aid. The Sheriff will coordinate the OA response of law enforcement resources including those of unaffected operational area municipalities, the local CHP, and other law enforcement agencies within the OA, as well as the Sheriff's resources in order to assist the affected local Chief of Police.

If it appears likely that the resources of an OA will become depleted, the Regional Coordinator should be advised in advance.

REGIONAL MUTUAL AID

Should an existing or anticipated emergency be of such magnitude as to require the commitment of the resources of one or more OAs, it is the responsibility of the Regional Law Enforcement Mutual Aid Coordinator to organize the notification and response of resources within that region.

The Regional Coordinator will keep the State Law Enforcement Mutual Aid Coordinator, who is the Chief of Cal OES, Law Enforcement Branch, advised of the situation status. The State Law Enforcement Mutual Aid Coordinator may support the regional response by issuing mission numbers (numbers issued for the use of state agency resources) and tasking state agencies within the region. An unusual occurrence necessitating regional law enforcement mutual aid does not require a proclamation of a state of emergency.

STATEWIDE MUTUAL AID

If the combined resources of a region are not sufficient to cope with an emergency situation, the Regional Coordinator may request additional assistance through the State Law Enforcement Mutual Aid Coordinator. The State Law Enforcement Mutual Aid Coordinator may then task law enforcement resources from Regions statewide, via the Regional Law Enforcement Mutual Aid Coordinators, to assist.

ACCESS CONTROL

Law Enforcement will be responsible for evacuations from affected areas and security and control access of those areas once evacuated. For further information, see [Annex Q: Evacuation and Repopulation](#).

INFORMATION COLLECTION AND DISSEMINATION

In order to establish a common operating picture, law enforcement field personnel involved in mutual aid operations will communicate pertinent information to the Incident Commander. The Incident Commander will then communicate the information to the Sheriff's Operation's Center who will in turn communicate the information to the OA EOC or other affected agency DOC's. Establishing a common operating picture and maintaining situational awareness are essential to effective incident management.

BRIEFINGS

Operational Period briefings should be conducted at the beginning of each operational period and present the action plan for the upcoming period. Additional briefings are scheduled as necessary to pass along vital information.

COMMUNICATIONS



Communication is a critical part of incident management. This section outlines communications plan and supports its mission to provide clear, effective internal and external communication between law enforcement entities and other involved governmental and non-governmental entities that need the information. Further information about communications systems and other methods of communication can be found in [Annex I: Communications and Warning Systems](#) as well as [Annex L: Emergency Public Information](#).

The California Law Enforcement Mutual Aid Radio System (CALAW) is provided and managed by the California Governor's Office of Emergency Services. CALAW enhances the ability of law enforcement agencies to communicate on common frequencies during emergencies and other special operations. CALAW frequencies are primarily designed to be

used as base to mobile/portable and mobile/portable to mobile/portable channels for interoperability tactical communications.

For a detailed description of CALAW, refer to the California Law Enforcement Mutual Aid Radio System plan, or the California Interoperability Communications Field Operations Guide.

EMERGENCY PUBLIC ALERTING

The use of emergency public alerting tools such as AlertSanDiego or Wireless Emergency Alerts (WEA) shall be facilitated through the local agency jurisdiction, the Sheriff's Communications Center, or the County's Office of Emergency Services through agreement. Further information about public alert and warning systems and other methods of notification can be found in Annex I: Communications and Warning Systems as well as [Annex L: Emergency Public Information](#).

ANNEX DEVELOPMENT AND MAINTENANCE

OES is subject to coordinate the maintenance and update of this annex every four years, in accordance with the maintenance schedule established for the OA Emergency Operations Plan (EOP). Updates to this annex can be made before such time for multiple reasons, including but not limited to changes in policy/procedure, improvements and recommendations based on real life events or exercises, etc. Recommended changes for the law enforcement mutual aid annex should be submitted to the San Diego County Sheriff's Office, Emergency Planning Detail Lieutenant.

AUTHORITIES AND REFERENCES

The State of California Law Enforcement Mutual Aid Plan is issued and revised under the authority of Sections 8550, 8569, 8615 through 8619, and 8668 of the California Government Code, the California Emergency Plan, and the Master Mutual Aid Agreement.

COUNTY OF SAN DIEGO OPERATIONAL AREA

LAW ENFORCEMENT MUTUAL AID AGREEMENT and EXTRATERRITORIAL CONSENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the San Diego County Sheriff and the agencies which now or hereafter become signatories hereto:

WITNESSETH:

WHEREAS, California Penal Code § 830.1 defines certain peace officers; and

WHEREAS, California Penal Code § 830.1(a)(2) provides, in pertinent part, as follows: "The authority of these peace officers extends to any place in the state, as follows:... (2) If the peace officer has the prior consent of the chief of police or chief, director, or chief executive officer of a consolidated municipal public safety agency, or person authorized by that chief, director, or officer to give consent, if the place is within a city, or of the sheriff, or person authorized by the sheriff to give consent, if the place is within a county; and

WHEREAS, the Parties desire to coordinate public safety service efforts and encourage maximum cooperation between all law enforcement and prosecutorial agencies; and

WHEREAS, the Parties have public safety responsibilities within San Diego County, and therefore have mutual interests and objectives to accomplish for the preservation and protection of life and property within the county; and

WHEREAS, it is the intention of the Parties that peace officers be given the maximum powers consistent with California law; and

WHEREAS, all joint efforts of the Parties shall be governed by the term and conditions set forth by the participating agencies; and

WHEREAS, it is also necessary and desirable that the resources, personnel, equipment and facilities of any one Party to this plan be made available to any other Party to prevent, combat, or eliminate a probable or imminent threat to life or property resulting from local peril, local emergency, local disaster, or civil disturbance, or a duly proclaimed "state of emergency" or "state of disaster", or "state of war emergency" and to render mutual and supplementary public safety services one to the other as the need may arise; and

WHEREAS, extensive loss of life and property may be mitigated by the immediate and adequate response of the forces of local government to what are or may be disturbances and disasters; and

WHEREAS, the Parties have public safety responsibilities within the County of San Diego and, therefore, have mutual interests and objectives to accomplish with reference to the preservation and protection of life and property within said County; and

WHEREAS, the Parties have powers to provide for common defense, and the power to act in case of emergency or disaster are all powers common to the Parties signatory hereto; and

WHEREAS, in the event of a major disaster, either natural or man-made, or civil disorder, it may be impossible for officers or deputies to report to their respective agencies or areas of normal assignment; and

WHEREAS, the provisions of the California Emergency Services Act, Government Code §§ 8550 et seq., the California Disaster and Civil Defense Master Mutual Aid Agreement, the California Law Enforcement Mutual Aid Plan, and other laws of the State of California, empower each of the Parties to this agreement to so agree; and

WHEREAS, the California Law Enforcement Mutual Aid Plan is issued and revised under the authority of Sections 8550, 8569, 8615 through 8619.5, and 8668 of the California Government Code, the California Emergency Plan, and the Master Mutual Aid Agreement; and

WHEREAS, the California Law Enforcement Mutual Aid Plan delineates the current State policy concerning law enforcement mutual aid; and

WHEREAS, the California Law Enforcement Mutual Aid Plan describes the standard procedures used to acquire law enforcement mutual aid resources and the method to ensure coordination of law enforcement mutual aid planning and readiness; and

WHEREAS, the San Diego County Sheriff is the Operational Area Law Enforcement and Mutual Aid Coordinator; and

WHEREAS, the California Law Enforcement Mutual Aid Plan provides, in pertinent part, "When an emergency develops or appears to be developing which cannot be resolved by a law enforcement agency within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem; and

WHEREAS, the California Law Enforcement Mutual Aid Plan provides, in pertinent part, a request for law enforcement mutual aid requires the approval of the chief law enforcement officer of the requesting jurisdiction; and

WHEREAS, in the event of a duly proclaimed emergency, the signatories agree to document all mutual aid assistance costs related to a mutual-aid request and submit all records and supporting documentation to the San Diego County Sheriff as soon as practicable; and

WHEREAS, it is expressly understood that this agreement and the operation orders adopted pursuant thereto shall not supplant existing agreements between any and/or all Parties hereto providing for the exchange or furnishing of certain types of facilities and

services on a reimbursable exchange or other basis, nor supplant other mandatory agreements required by law.

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

1. Any peace officer, as defined by California Penal Code Section 830.1, employed by any of the Parties, has the full authority of a peace officer at all times, including during times of emergency, within the political subdivision for which each of the Parties can give consent.
2. When members of Party agencies are engaged in law enforcement activity in a jurisdiction other than their own, such members will notify, whenever practicable, the department whose jurisdiction they are entering of their activities in said jurisdiction. The practicability of such prior notification shall be solely at the discretion of the individual member(s).
3. During emergency situations, individual officers and deputies who are unable to leave the area they are in or report to a facility of their respective organization due to blocked roads, will report to the nearest law enforcement facility within the County of San Diego for service. Each law enforcement agency will keep track of the hours worked by any officer or deputy from another department, and that officer or deputy's agency will treat those hours worked as if they had been worked at the officer or deputy's respective agency. When roads open, officers and deputies will be released immediately to respond to their respective jurisdictions.
4. Performance of their duties by peace officers under this Agreement is governed by Government Code § 50921 with respect to injury, disability or death; Government Code § 825 with respect to defense and indemnification; and Government Code § 8656 with respect to extraterritorial applicability of privileges and immunities. The County of San Diego, by and through the San Diego County Sheriff, and the Parties hereto further agree as follows with respect to defense and indemnification:
 - a. Claims Arising From Sole Acts or Omissions of a Party
Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.
 - b. Claims Arising From Concurrent Acts or Omissions
The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases, Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph d. below.
 - c. Joint Defense
Notwithstanding paragraph b. above, in cases where Parties agree in

writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of the Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph d. below. Parties further agree that no Party may bind the others to a settlement agreement without the written consent of the others.

d. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

5. The San Diego County Sheriff and Parties may engage in joint efforts which shall be governed by the terms and conditions set forth by the participating agencies.
6. The San Diego County Sheriff and Parties may furnish supplementary public safety services to other public agencies who are not a signatory to this agreement in the event of local peril, local emergency, local disaster, civil disturbance and such other occasions as may arise.
7. The mutual aid extended under this agreement and the operation orders adopted pursuant to this agreement shall be without reimbursement unless otherwise expressly provided for by the Parties to this agreement or as provided by law.
8. The responsible local official in whose jurisdiction an incident requiring mutual aid has occurred, unless otherwise provided, shall remain in charge at such incident including the direction of such personnel and equipment provided him or her through the operation of such mutual aid operations agreement.
9. That nothing contained in this agreement shall require or relieve any party hereto from the necessity and obligation of furnishing adequate protection to life and property within their own jurisdiction and no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.
10. Any services performed or expenditures made in connection with the furnishing of assistance shall conclusively be presumed to be for the direct protection of the inhabitants and property of the Party requesting the assistance and for the direct benefit of all the inhabitants of area.
11. This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or third parties and no third party or third parties shall have the right of action hereunder for any cause whatsoever.
12. The declination of one or more of the signatory Parties to participate in this agreement or any amendment, revision, or modification thereof, shall not affect the operation of this agreement nor operation orders adopted pursuant thereto insofar as the validity of the agreement pertains to the other Parties.
13. This agreement shall become effective as to each Party when approved or executed, 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. This agreement shall be binding on successors of each of the Parties.
14. This agreement shall not exceed the term of five years. Termination of

participation in this agreement may be effected by any Party by giving written notice of said termination of participation in this agreement to the other Parties, and this agreement shall be terminated as to the terminating Party thirty (30) days after the filing of such notice.

15. Parties may be entitled to Federal and/or State reimbursement of costs incurred by Parties rendering mutual aid during an emergency. Parties agree that the San Diego County Sheriff is authorized to apply for such reimbursement on behalf of Parties. Under no circumstances shall the rendering of mutual aid be conditioned on the availability of Federal and/or State reimbursement.
16. The persons signing this Agreement represent that they have the legal authority to bind their respective Parties.