



LAKE COUNTY OPERATIONAL AREA AGREEMENT

This Agreement is made and entered into as of _____, by and between the County of Lake ("County"), the incorporated City of Lakeport, the City of Clearlake, and all special districts and relevant agencies within Lake County that agree to participate in the Operational Area framework, as documented by the County Office of Emergency Services (OES) (hereinafter collectively referred to as the "Parties").

PURPOSE:

The purpose of this Agreement is to establish the Lake County Operational Area (OA) and define the roles and responsibilities of the Parties in emergency management, ensuring compliance with the California Standardized Emergency Management System (SEMS).

OBJECTIVE:

The objective of this Agreement is to enhance the ability of Lake County and its jurisdictions to:

1. Coordinate multi-jurisdictional and multi-agency emergency response.
2. Effectively utilize available resources across the operational area.
3. Ensure compliance with SEMS, enabling access to state disaster assistance.
4. Facilitate mutual aid within the operational area and with adjacent areas.
5. Support recovery operations following emergencies and disasters.

RECITALS:

WHEREAS, the potential for a major catastrophe due to earthquake, flood, or other natural or human-caused disaster necessitates the preparedness of all governmental entities within Lake County to share resources and information for the protection of public welfare; and

WHEREAS, greater efficiency in mitigation, planning, response, and recovery can be achieved by uniting the efforts of special districts, cities, and the County through pre-disaster agreements; and

WHEREAS, California Government Code §§ 8559, 8605, and 8607 defines an Operational Area as an intermediate level of the state emergency services organization, establishing SEMS for disaster response and recovery operations; and

WHEREAS, California Code of Regulations, Title 19, Division 2, Office of Emergency Services, §2409 requires local governments within a county geographic area to be organized into a single Operational Area; and

WHEREAS, Chapter 6 of the Lake County Code of Ordinances defines the purpose of preparing and executing emergency plans for the protection of persons and property within Lake County.

AGREEMENT:**1) Operational Area Organization:**

The Parties agree to participate in an Operational Area Organization, which will include:

- a) County Government: The County Office of Emergency Services (OES), under the direction of the Sheriff's Office, will act as the primary coordination point for multi-jurisdictional emergency operations, facilitating resource management, communication, and mutual aid requests.
- b) Incorporated Cities: The City of Lakeport and the City of Clearlake will manage emergency activities within their jurisdictions but shall coordinate with the County OES for resource support and information sharing when their capabilities are exceeded or when multi-jurisdictional coordination is required.

- c) Special Districts: Special districts shall support emergency operations within their areas of responsibility (e.g., fire protection, water supply, utilities) by coordinating through the County OES. A current list of participating special districts will be maintained by the County OES.
- d) Non-Governmental and Private Sector Partners: Agencies such as hospitals, utilities, and non-profits will align their emergency plans and operations with this Agreement.

2) Responsibilities of the Parties:

- a) County of Lake: Activate the Emergency Operations Center (EOC) during significant emergencies, coordinate resource management and mutual aid requests, serve as the liaison with Cal OES, and maintain the Operational Area Emergency Plan.
- b) City of Lakeport and City of Clearlake: Maintain individual Emergency Operations Plans (EOPs or, at their discretion, annex to the Operational Area Emergency Operations Plan (OA EOP) to align with countywide emergency management efforts. Regardless of their choice, the cities shall maintain the capacity to operate their own Emergency Operations Centers (EOCs) and coordinate emergency activities with the County EOC during incidents, ensuring seamless integration of resources and operations.
- c) Special Districts: Provide support to emergency operations within their jurisdictions and communicate with the County EOC.
- d) All Parties: Ensure staff are trained in SEMS and NIMS principles, participate in countywide emergency drills, and conduct timely damage assessments.

3) Coordination and Communication:

- a) The County EOC shall serve as the primary coordination center during multi-jurisdictional incidents.
- b) The City of Lakeport, the City of Clearlake, and participating special districts shall establish communication links with the County EOC for situation reports, resource requests, and information sharing. The County Office of Emergency Services (OES) shall maintain a current list of participating special districts for reference.
- c) In significant emergencies, County OES will coordinate with Cal OES to request additional mutual aid resources.
- d) When the County EOC is not activated, the County OES will serve as the central coordination point for emergency management-related information sharing, planning support, and resource coordination, ensuring continuity in preparedness and response efforts.

- 4) Activation of the Emergency Operations Center (EOC):
The Operational Area (OA) exists as an established framework for emergency coordination at all times. However, the Emergency Operations Center (EOC) or specific OA protocols may be activated as outlined in the Lake County Emergency Operations Plan (EOP). Common conditions that may trigger EOC activation include, but are not limited to:
 - a) Local emergencies impacting multiple jurisdictions within Lake County.
 - b) Mutual aid requests that exceed the resources of local jurisdictions.
- 5) Funding and Reimbursement:
All parties agree that, should an agency seek reimbursement for eligible emergency response and recovery activities under the California Disaster Assistance Act (CDAA) and FEMA Public Assistance (PA) programs, the primary jurisdiction responsible for the geographic area where the costs were incurred shall apply for reimbursement.
 - i) If an assisting agency incurs costs while supporting operations within the primary jurisdiction, it must provide all required forms and documentation, fully completed, to the primary jurisdiction in a timely manner. This documentation must be prepared to allow the primary jurisdiction to forward it directly to the appropriate state or federal funding source without further modification.
 - ii) Costs incurred during emergency operations will be documented and, where applicable, submitted to the County Office of Emergency Services (OES) for coordination with state and federal agencies.
- 6) Term of the Agreement:
This Agreement shall remain in effect until amended or terminated by mutual agreement of all Parties.
- 7) Amendment and Additional Parties
 - a) Joining the Agreement:
 - i) Additional entities may join this Agreement by submitting a written request and a formal resolution or similar authorization from their governing body to the County Office of Emergency Services (OES), agreeing to the terms of this Agreement. A template resolution is provided as Exhibit A to assist entities in preparing their submission.
 - b) Approval Process:
 - i) The County OES, in consultation with the Disaster Council and current signatories, will review the request for compliance. Upon verification, the entity will be added to the Master List of Signatories as an exhibit to the Agreement without requiring formal re-approval by existing parties.

c) Notification and Recordkeeping:

i) The County OES will:

- (1) Notify all Parties of new additions or withdrawals.
- (2) Maintain and update the Master List of Signatories (Exhibit B) as necessary.
- (3) Distribute updates annually or as significant changes occur.
- (4) Updates to the Master List shall be distributed to all Parties annually or as significant changes occur.

8) Termination:

- i) Each Party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other Parties.

SIGNATURES:

This Agreement is signed by the authorized representatives of each Party, signifying their commitment to collaborate under the Lake County Operational Area Agreement.

PARTIES:

_____ Date: _____

Chairman
County of Lake, Board of Supervisors

_____ Date: _____

City of Clearlake

_____ Date: _____

City of Lakeport

Additional participating entities are listed in the Master List of Signatories (Exhibit A), maintained and updated by the County Office of Emergency Services (OES).

Exhibit A: Master List of Signatories

This exhibit includes a dynamic list of all entities that have formally joined the Lake County Operational Area Agreement. The list is maintained and updated by the County Office of Emergency Services (OES) and includes the names of participating entities, their authorized representatives, and the date of their inclusion.

Note: The most current version of the Master List is available upon request from the County OES and is distributed annually or as significant updates occur.

Entity Name	Authorized Representative	Title	Date Joined
Anderson Springs Community Service Districts			
Buckingham Park Community Water District			
California Water Service			
Callayomi County Water District			
City of Clearlake			
City of Lakeport			
Clearlake Oaks County Water District			
Clearwater Mutual Water Company			
County of Lake		Chairman	
Glenhaven Mutual Water Company			
Golden State Water			
Hidden Valley Lake Community Services District			
Highlands Water Company			
Kelseyville Fire Protection District			
Konocti County Water District			

Lake County Air Quality Management District			
Lake Pillsbury Fire Department			
Lakeport County Fire Protection District			
Lakeport Fire District			
Lower Lake County Water Works			
Mt Konocti Mutual Water Company			
Nice Mutual Water Company			
Northshore Fire Department			
Riviera West Mutual Water			
Scotts Valley Water Conservation District			
South Lake County Fire Protection District			
Upper Lake Water Company			

Updated: (Date)

Exhibit B: Sample Resolution for Adoption of the Lake County Operational Area Agreement

Resolution No. [#]

A RESOLUTION ADOPTING THE LAKE COUNTY OPERATIONAL AREA AGREEMENT

WHEREAS, the potential for a major catastrophe due to earthquake, flood, or other natural or human-caused disaster necessitates the preparedness of all governmental entities within Lake County to share resources and information for the protection of public welfare; and

WHEREAS, greater efficiency in mitigation, planning, response, and recovery can be achieved by uniting the efforts of special districts, cities, and the County through pre-disaster agreements; and

WHEREAS, California Government Code §§ 8559, 8605, and 8607 defines an Operational Area as an intermediate level of the state emergency services organization, establishing SEMS for disaster response and recovery operations; and

WHEREAS, California Code of Regulations, Title 19, Division 2, Office of Emergency Services, §2409 requires local governments within a county geographic area to be organized into a single Operational Area; and

WHEREAS, Chapter 6 of the Lake County Code of Ordinances defines the purpose of preparing and executing emergency plans for the protection of persons and property within Lake County.

WHEREAS, the [City/District] acknowledges the need for coordinated emergency management efforts among local jurisdictions, special districts, and agencies within Lake County;

NOW, THEREFORE, BE IT RESOLVED, that the [City/District] hereby adopts the Lake County Operational Area Agreement, as recommended by the Disaster Council, and authorizes the [appropriate representative, e.g., Mayor/City Manager/District Administrator] to sign the agreement on behalf of the [City/Town/District].

PASSED AND ADOPTED this [Date].

SIGNED: