



CONTRA COSTA COUNTY OFFICE OF THE SHERIFF
DAVID O. LIVINGSTON
SHERIFF - CORONER

April 12, 2017

Chief Paul Keith
El Cerrito Police Department
10900 San Pablo Avenue
El Cerrito, CA 94530

Chief Keith,

Enclosed is your copy of the approved 2017 Contra Costa County Law Enforcement Mutual Aid Agreement.

A copy has also been emailed to your agency's Mutual Aid Coordinator.

Should you have any questions, please contact me at 925 313-9619 or via email tgill@so.cccounty.us.

Thank you,

Tom Gill
Mutual Aid Coordinator



County of Contra Costa, California

Law Enforcement Mutual Aid (LEMA) Agreement

January 19, 2017

References.

- a. California Disaster and Civil Defense Master Mutual Aid Agreement, November 1950, Office of the Governor, State of California
- b. California Emergency Services Act, Chapter 7 of Division 1 of Title 2 of the Government Code
- c. California Law Enforcement Mutual Aid Plan, November 2011, Governor's Office of Emergency Services, State of California
- d. Governor's Executive Order W-9-91, State of California, May 1991

Introduction

The authority for public agencies to enter into Mutual Aid Agreements is provided in the State of California Emergency Services Act and the Master Mutual Aid Agreement contained in the California Government Code.

The purpose of this Law Enforcement Response Mutual Aid Agreement is to permit signatory agencies to make the most efficient use of their powers by enabling them to coordinate resources and maximize their response during time of disaster/emergency.

This agreement allows signatory agencies to support each other within the operational area during disasters/emergencies to protect life and property when the event is beyond the capabilities of the affected entity. This agreement provides the mechanism for an immediate response to the requesting agency provided the responding agency has the resources and expertise necessary and available to do so.

When faced with a disaster or emergency, law enforcement agencies have a responsibility to maintain service and recover in the most expedient way. This can best be accomplished by preparation, coordination and cooperation with other law enforcement agencies.

When the Chief of Police of a City or Special District, or his/her designee, determines that an emergency situation in his/her jurisdiction may become or is already beyond the control of his/her department's resources, it is his/her responsibility to request mutual aid from the County Sheriff, who is the Operational Area Coordinator.

This agreement is not intended to replace or supersede the utilization of day-to-day mutual aid protocols or local agency agreements.

This agreement supersedes previous law enforcement Mutual Aid agreements within Contra Costa County.

MUTUAL AID

County of Contra Costa, California

Law Enforcement Mutual Aid (LEMA) Agreement

Section I. Definitions.

The following terms shall have the following meanings, unless the context indicates otherwise:

Agency. Any general purpose law enforcement agency as defined by law.

Agreement. Local agreements entered into by two or more agencies for the purpose of Law Enforcement Mutual Aid.

Day-to-Day Mutual Aid. During the course of normal law enforcement, smaller incidents occur that may require immediate assistance such as: back-up on a traffic stop, perimeter control for a fleeing suspect or crowd control at a barricaded suspect's location pending the arrival of additional local resources. Officers from nearby jurisdictions may respond to these emergency broadcasts on their own initiative (department policy permitting) without a formal mutual aid request.

Disaster. An event, expected or unexpected, in which a community's available, pertinent resources are expended; or the need for resources exceeds availability; and in which a community undergoes severe danger; incurring losses so that the social or economic structure of the community is disrupted; and the fulfillment of some or all of the community's essential functions are prevented.

Emergency includes, but is not limited to, a human-caused or natural event or circumstance within the area of operation of any party agency causing or threatening loss of life, damage to property, injury to person, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of an affected party agency or party agencies, in terms of personnel, equipment and facilities, thereby requiring Emergency Assistance.

Emergency Assistance means employees, services, equipment, materials, or supplies offered during an emergency by the responding agency and accepted by the requesting agency when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences when emergency assistance from other party agencies is necessary or advisable as determined by the requesting agency.

Fifty Percent Guideline. No jurisdiction is required to unnecessarily deplete its own personnel, equipment and service capabilities in order to furnish mutual aid resources. When requested to provide mutual aid, it is generally accepted that a reasonable response will consist of up to 50% of available on-duty uniformed personnel.

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Mobilization. To organize or put into readiness for active law enforcement services.

Mutual Aid Region. A Mutual Aid Region is a geographic area comprised of multiple Operational Areas. A Mutual Aid Region manages and coordinates information and resources among Operational Areas within the Mutual Aid Region and between the Operational Areas and the state level. All jurisdictions in Contra Costa County are part of Region II. The Alameda County Sheriff/designee is the Region II Coordinator.

Operational Area. The area comprising Contra Costa County along with all its political subdivisions.

Operational Area Coordinator. The County Sheriff is the Operational Area Coordinator.

Party Agency. An agency who has adopted, signed and subscribes to this Mutual Aid Agreement. Also referred to in this agreement as Signatory Agency.

Regional Law Enforcement Mutual Aid Coordinator. The Regional Law Enforcement Mutual Aid Coordinator is an Operational Area Law Enforcement Coordinator, who is elected by other Operational Area Coordinators within the Mutual Aid Region, to coordinate the collective law enforcement mutual aid response of agencies within the Region (currently Alameda County Sheriff's Office).

Requesting agency. An Agency who has adopted, signed and subscribes to this Mutual Aid Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Mutual Aid Agreement.

Responding Agency. An Agency who has adopted, signed and subscribes to this Mutual Aid Agreement and has agreed to deliver Emergency Assistance to another Party Agency pursuant to the terms and conditions of this Mutual Aid Agreement.

State Law Enforcement Mutual Aid Coordinator. The State Law Enforcement Mutual Aid Coordinator is the Chief of the Law Enforcement Branch of the Governor's Office of Emergency Services. The State Coordinator is responsible for mutual aid response coordination and administrative interaction between state and local law enforcement agencies during emergency and non-emergency situations, where the mutual aid system is, or could be, involved.

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Section II. Participation.

Participation in this Mutual Aid Agreement is voluntary and at the sole discretion of the responding agency. The responding agency shall have the primary interest of protecting its own constituency. The safety and security of the responding agency's jurisdiction is the responding agency's first concern and only staff and equipment that can be spared without leaving the jurisdiction unprotected shall be sent. No party agency shall be liable to another party agency for, or be considered to be in breach of or default under this Mutual Aid Agreement on account of any delay in or failure to perform any obligation under this Mutual Aid Agreement.

Section III. General Nature of Emergency Assistance.

Emergency Assistance will be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Mutual Aid Agreement shall not create any duty to respond on the part of any party agency. A party agency shall not be held liable for failing to provide emergency assistance. A party agency has the absolute discretion to decline to provide any requested emergency assistance and to withdraw resources it has provided at any time without incurring any liability. The participating agencies recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available.

Section IV. Requests for Emergency Assistance.

Requests for emergency assistance shall be directed to the designated contact person(s) on the contact list provided by the party agencies. The extent to which the responding agency provides any emergency assistance shall be at the responding agency's sole discretion. In the event the emergency impacts a large geographical area that activates either Federal or State emergency laws, this agreement shall remain in effect until or unless this agreement conflicts with such Federal and State laws.

In the event of a major emergency/disaster or other law enforcement operation, the first law enforcement resources to be used shall be those of the requesting agency. In the event that such resources are inadequate to control the situation, or there is a need for a specialized unit, a request for mutual aid under this plan will be made directly to a party agency (requests for specific individual units) or through the Office of the Sheriff who is designated as the Mutual Aid Coordinator for the County. Such requests for assistance shall, if possible, specify the number of law enforcement officers and type of equipment required and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered. The initial request will also include an overview of the situation and intelligence available from the requesting agency.

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The County Mutual Aid Coordinator may directly coordinate with the local Commander of the California Highway Patrol.

Each party agency has agreed to contribute as many on-duty personnel as possible, still maintaining personnel to continue routine police functions in their individual jurisdictions. Each party agency has agreed to recall off-duty officers, if necessary.

The parties to this agreement shall provide the names and telephone numbers of agency staff who have the authority to commit personnel and/or equipment to any mobilization effort to the county Mutual Aid Coordinator.

If the County cannot provide resources, the Mutual Aid Coordinator may request resources from the Region to meet the requesting agency's needs.

The agency making the request for mutual aid is responsible for the following:

- (1) Identifying numbers and types of mutual aid resources that are needed.
- (2) Identifying specific missions for mutual aid responder tasking.
- (3) Advising responders what equipment they should bring.
- (4) Establishing an assembly area for responding resources.
- (5) Identifying communications channels compatible with command and control of field resources.
- (6) Designating a liaison officer to facilitate a coordinated assimilation of responding mutual aid resources.
- (7) Preparing a situation briefing, including local maps for responders.
- (8) Providing logistical support such as food, lodging, rest intervals and equipment and as appropriate for mutual aid personnel.

Section V. Command and Communications.

A. Command.

1. In the event of mobilization under this agreement, the requesting agency shall take charge of the operation, unless the requesting agency specifically requests that a different law enforcement agency fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case the Operational Area Coordinator will take charge. This shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the supervising officer of the requesting agency unless that responsibility is delegated to a different law enforcement agency as indicated above.

2. The Incident Commander or officer in charge of a requesting unit at the scene of an emergency is authorized to request assistance from another party agency if confronted with an emergency situation at which the requesting agency has need for equipment or personnel in excess of that available through the responding agency's department.

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3. Upon receipt of such a request, the officer in charge of the party receiving the request shall immediately take the following action:

- (a) Determine if the responding agency has equipment and personnel available to respond to the requesting agency.
- (b) Determine what available equipment and personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
- (c) In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- (d) In the event the needed equipment and personnel are not available, to immediately advise the requesting agency.

4. Command Responsibility at the Emergency Scene: The underlying principle of mutual aid is that other agencies and jurisdictions are serving as a resource to the primary or requesting agency. The Incident Commander of the requesting agency shall be in command of the operation under which the equipment and personnel sent by the responding agency shall serve. The responding personnel and equipment shall be under the immediate supervision of the officer in charge of the responding agency. The Incident Command however, may be relinquished to the senior officer of any department/agency rendering assistance under the terms of this agreement.

5. The requesting agency shall have the responsibility of establishing a command post and notifying all responding agencies at the earliest possible time of its location. The requesting agency shall establish a command post in such a manner as to provide an area suitable for the staging and directing of resources.

6. Termination of Service: The personnel and equipment of the responding agency shall be released from service and returned to the responding agency by the commanding officer in charge of the operation as soon as conditions warrant.

B. Communications.

1. Radios. To facilitate the utilization of mutual aid, common frequencies will be used wherever possible, including the statewide law enforcement coordination channels (i.e., CLEMARS). When deployment is within the EBRCS coverage area, Mutual Aid will generally operate on:

- Primary: COCOLAW1
- Secondary: COCOLAW2
- Tertiary: COCOLAW3

2. Frequencies. The requesting agency will specify the frequency to be used during the incident. If a common frequency cannot be established, an interoperability unit will be requested to facilitate communications. If possible, portable radios will be issued to each responder or group of responders.

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3. Call Signs. Call signs may be assigned by the requesting agency or responding agencies may use their own jurisdictional designations.

4. Public / Press Relations. The department head, or his/her alternate, in whose jurisdiction the incident occurs shall designate a person as a Public Information Officer. This person shall be the only one empowered to make press releases.

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Section VI. Mutual Aid Mobile Field Force. **(Developed in 2003)**

1. **Purpose.** The Mutual Aid Mobile Field Force (MAMFF) was developed to create an organized response by allied agencies to mutual aid requests. The term Mutual Aid Mobile Field Force will be used throughout this section to describe this mutual aid element. The MAMFF is an organized, trained, and equipped force of officers and supervisors from allied law enforcement agencies within Contra Costa County. The operational concept is to deploy a force with sufficient personnel and equipment to mitigate potential or real problems resulting from a formal request for mutual aid.

2. Operating Guidelines.

(a) **Activation.** The MAMFF will be made available for response pursuant to requests for mutual aid in the event of disaster, civil unrest, or other major incidents following the guidelines as specified in the State of California Guidelines for Law Enforcement Mutual Aid Response and the Contra Costa County Police Chief's Association Mutual Aid Agreement. Upon receipt of a mutual aid request:

(1) The County Law Enforcement Mutual Aid Coordinator will:

- (A) Notify the Mutual Aid Mobile Field Force Officer in Charge (MAMFF OIC)
- (B) Notify the Sheriff's Chain of Command seeking deployment approval
- (C) Notify the Regional Mutual Aid Coordinator
- (D) Notify the allied agency mutual aid coordinators

(2) The Mobile Field Force Officer in Charge will:

(A) Notify the individual members of the MAMFF. This will include the location of the assembly point for the MAMFF as well as event information as needed.

(b) **SEMS/NIMS/ICS.** When activated, the MAMFF will follow the SEMS/NIMS/ICS protocol outlined in the Law Enforcement Guide for Emergency Operations.

(c) **Personnel.** The MAMFF will be comprised of personnel from the following allied agencies. Each agency is responsible to ensure that appropriate members of the MAMFF are available for deployment in an emergency.

(1) MAMFF West Squad

Kensington Police Department	1 Officer
Richmond Police Department	5 Officers / 1 Sergeant
El Cerrito Police Department	1 Officer
San Pablo Police Department	2 Officers
Pinole Police Department	1 Officer
Hercules Police Department	1 Officer
11 Officers / 1 Sergeant	

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(2) MAMFF Central Squad

Concord Police Department	4 Officers / 1 Sergeant
Pleasant Hill Police Department	2 Officers
Martinez Police Department	1 Officer
Walnut Creek Police Department	3 Officers
Clayton Police Department	1 Officer
11 Officers / 1 Sergeant	

(3) MAMFF East Squad

Antioch Police Department	3 Officers / 1 Sergeant
Pittsburg Police Department	3 Officers
Oakley Police Department	1 Officer
Brentwood Police Department	1 Officer
East Bay Regional Parks Police Department	2 Officers
Contra Costa County College District Police	1 Officer
11 Officers / 1 Sergeant	

(4) MAMFF South Squad

Contra Costa County Sheriff's Office	1 Sergeant
Bay Area Rapid Transit District Police Department	2 Officers
Orinda Police Department	1 Officer
Danville Police Department	1 Officer
San Ramon Police Department	2 Officers
Lafayette Police Department	1 Officer
Moraga Police Department	1 Officer
8 Officers / 1 Sergeant	

(5) MAMFF County Sheriff Squad

Contra Costa County Sheriff's Office	13 Deputies / 1 Sergeant
Contra Costa County Sheriff's Office	1 Lieutenant (OIC)
13 Deputies / 1 Sergeant / 1 Lieutenant	

(d) Equipment. MAMFF members will be equipped with the following equipment by their assigned agency for response to a MAMFF activation.

- (1) Duty Uniform
- (2) Duty belt
- (3) Eye protection
- (4) Gloves
- (5) Soft Body Armor
- (6) Ballistic Helmet
- (7) Baton, 36" Riot
- (8) Department issued Patrol Baton
 - PR24/ Straight Baton/ ASP

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- (9) Flashlight
- (10) Riot Shield
- (11) Elbow and knee pads
- (12) Shin guards
- (13) Turtle Shell Chest Protector
- (14) Personal Water system
- (15) Respirator mask
- (16) Deployment bag

(e) Communications. In order to ensure a common communications capability, communications equipment will be provided to members of the MAMFF by the MAMFF OIC using the Contra Costa County cached radio system if their home agencies are not currently on the interoperable radio system and they do not have compatible radios.

(f) Training. Appropriate training is crucial to the maintenance of an effective MAMFF. MAMFF training will consist of an initial twenty four-hour training session and supplemented with a quarterly eight-hour MAMFF update training session. All training sessions will be certified through the California Commission on Peace Officer Standards and Training (POST).

(g) After Action Reports. After Action Reports will be completed by the MAMFF OIC and forwarded to the Incident Commander immediately following the event that initiated the MAMFF activation. After Action Reports will be forwarded to the Chief Executive of each agency and the County Law Enforcement Mutual Aid Coordinator. The After Action Report will include a synopsis of the event, the personnel deployed and hours worked, arrests made, expenditures/reimbursements, problems encountered and recommendations for improvements to the MAMFF Program.

4. Fiscal Guidelines.

(a) Payroll. All officers, when assigned to the MAMFF, will be paid by their respective agencies. When an incident is organized under the Standardized Emergency Management System (SEMS), the MAMFF OIC will report and coordinate all personnel record keeping with the Logistics Representative.

(b) Illness. If a MAMFF member becomes ill while assigned to the MAMFF, the MAMFF member's agency sick leave policy will be used. The MAMFF OIC will report any illness report to the MAMFF member's agency representative.

(c) Overtime. All overtime for members of the MAMFF will be the responsibility of their home agency.

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Section VII. Administrative Guidelines.

1. Peace Officer Authority Consent

Penal Code 830.1 (a)(2) requires the prior consent of the Sheriff or Police Chief before a peace officer from one jurisdiction will have the authority of a peace officer in another jurisdiction unless the circumstances presented in Penal Code 830.1 (a)(3) are present. Pursuant to 830.1(a)(3), any peace officer has such authority, anywhere in the state, when a crime is committed in the peace officer's presence or where probable cause exists to believe there is immediate danger to a person or property or to stop the escape of the perpetrator.

Under the authority given pursuant to 830.1(a)(2) any duly authorized deputy sheriff or police officer from any jurisdiction listed in this Mutual Aid Agreement shall have the consent of the Sheriff and Police Chiefs to extend his/her authority as a peace officer to any place which is under the jurisdiction of the Sheriff and Police Chiefs approving this agreement. PLEASE NOTE: WHEN SUCH AUTHORITY IS BEING EXERCISED IN ANOTHER JURISDICTION, THAT SHERIFF OR POLICE CHIEF SHOULD BE NOTIFIED AS A PROFESSIONAL AND LAW ENFORCEMENT COURTESY.

2. Chain of Command. In a MAMFF deployment, the MAMFF will be assigned to support the Incident Commander of the mutual aid event. When operating as part of the MAMFF, assigned officers will be placed under the operational control of the MAMFF OIC. *The MAMFF OIC is subordinate to the IC, but should advise on tactics and operations based on the specialized training and experience gained as the MAMFF OIC.*

3. Use of Force. Responding officers will adhere to their agency's Use of Force policies including when deployed to Mutual Aid Mobile Field Force (MAMFF) events.

4. Officer-Involved Shootings. The investigation of officer-involved shootings shall be under the existing officer involved protocol, or if outside of Contra Costa County, will be the primary responsibility of the jurisdiction in which the incident occurred. The responding agency will immediately be notified of any such incident. In the case of a MAMFF event, the MAMFF OIC would immediately notify the involved Officer's parent agency.

5. Arrests. It shall be the primary responsibility of the police agency(ies) having immediate jurisdiction of the incident to furnish arrest teams or other arresting personnel. In instances where the requesting agency by reason of size does not have an arrest team, at least one (1) uniformed member of that agency shall participate as a member of a responding arrest team.

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(a) A Field Booking Team may be established to facilitate the booking process and transportation of those arrested. The size of the team depends on the nature of the incident and the number of arrests expected.

(b) In all types of disturbances, in addition to arrest teams, jurisdictions should utilize special teams for photography and video recordings. Liaison should be established to obtain and/or view photographs and videotapes taken by news media, television stations and amateur photographers.

6. Detention. The requesting agency will be responsible for all field-booking procedures, including photography, fingerprinting and booking sheets. The Office of the Sheriff will provide assistance as needed, if requested.

7. Transportation of Prisoners. In instances where the requesting agency cannot handle the transportation of prisoners or its resources are taxed, the Office of the Sheriff will assist in transportation from the scene to the County Jail or other designated holding facilities.

8. On-Duty Motor Vehicle Accidents. Responding agency members who are involved in on-duty motor vehicle collisions will report the incident to their immediate supervisor. In the case of a MAMFF event, the MAMFF OIC will ensure the accident is reported and investigated by the jurisdictional police agency. Copies of the completed collision report will be forwarded to the MAMFF OIC, the officer's agency and the County Mutual Aid Coordinator. The involved officer will be responsible for meeting specific requirements detailed within his/her agency's vehicle accident reporting policy.

9. On-Duty Injuries. When a responding agency officer is injured on-duty, the requesting agency OIC will ensure that immediate medical attention is administered to the officer. The injured officer's agency will be notified followed as soon as possible. During a MAMFF training or deployment, the MAMFF OIC will ensure those responsibilities are addressed.

10. Citizen Complaints. Complaints regarding misconduct of officers will be directed to the agency of the officer against whom the complaint is filed. Completion of any required investigation(s) will be the responsibility of the subject officer's agency. In the case of a MAMFF deployment, the MAMFF OIC, if aware of a complaint during the deployment, shall document the facts surrounding the complaint and any other relevant information and forward the complaint to the involved officer(s') agency to investigate the allegation.

11. Food, Fuel, and Lodging. The requesting agency is responsible for the provision of food, fuel, and lodging support to all officers assigned through mutual aid.

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Section VIII. Indemnification and Limitation of Liability.

1. Mutual Indemnification: Requesting Agency will indemnify, save, and hold harmless Responding Agency(ies) and its/their officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Requesting Agency, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control in the performance of this agreement.

Responding Agency(ies) will indemnify, save, and hold harmless Requesting Agency and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct, errors or omissions of Responding Agency(ies), its/their officers, employees, agents, contractors, subcontractors, or any persons under its direction or control in the performance of this MOA.

This provision will survive the expiration or termination of this MOA.

Conformance with Federal and State Regulations and Laws: Should federal or state regulations or laws touching upon the subject of this agreement be adopted or revised during the term hereof, this agreement will be deemed amended to assure conformance with such federal or state requirements.

2. Each party agrees to be adequately self-insured or maintain adequate insurance coverage for its own equipment and personnel, including liability, workers' compensation and property damage.

3. All Parties to this agreement should have equal access to the records created by any of the agencies involved in a request for assistance so that they can have the appropriate information to defend themselves in lawsuits.

4. If a party to this agreement is served with a claim or lawsuit arising out of an emergency response operation, that party shall timely notify every other party who responded to a request for assistance arising out of or connected with the same incident or emergency.

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Section IX. Loans of Personnel and Equipment.

The requesting agency will be responsible for supplying and/or replacing supplies needed and/or used by officers from responding agencies. These supplies shall include food, fuels, lodging, or any other supplies that are reasonably needed to sustain the officers in enforcing the law and maintaining order. The responding agency will be responsible for any repairs and/or damages done to its own vehicles as a result of participation in a mutual aid event.

Section X. Expenditures.

Unless otherwise agreed, or under those circumstances where the State of California or the Federal Government will reimburse, responding agencies shall be responsible for all costs associated with the equipment and personnel under their control.

Section XI. Term, Modification, Termination and Review.

1. **Term.** This agreement shall be in effect until it is replaced or discontinued following the provisions contained in this section and commences when this agreement has been approved by all signatory parties.
2. **Modification.** No changes or modification to this agreement shall be valid or binding upon parties to this agreement unless such changes or modification are in writing and executed by the parties
3. **Termination.** This agreement may be terminated as to any single party, when that party gives notice to all the other participating parties in writing at least ninety (90) days prior to its intended withdrawal from this agreement.
4. **Review.** This agreement shall be reviewed and updated as needed annually, by the Mutual Aid Coordinator.

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Section XII. Signatories:

 David Livingston, Sheriff Contra Costa County	 Allan Cantando, Chief Antioch Police Dept.	 Jeff Jennings, Acting Chief BART Police Dept.
 Mark Evenson, Chief Brentwood Police Dept.	 Dan Seaman, CMDR California Highway Patrol	 Chris Wenzel, Chief Clayton Police Dept.
 Ed Carney, Chief CCC College Dist. Police	 Guy Swanger, Chief Concord Police Dept.	 Tim Anderson, Chief EBRP Police Dept.
 Paul Keith, Chief El Cerrito Police Dept.	 Bill Goswick, Chief Hercules Police Dept.	 Rickey Hull, Interim Chief Kensington Police Dept.
 Manjit Sappal, Chief Martinez Police Dept.	 Jon King, Chief Moraga Police Dept.	 Chris Thorsen, Chief Oakley Police Dept.
 Neil Gang, Chief Pinole Police Dept.	 Brian Addington, Chief Pittsburg Police Dept.	 John Moore, Chief Pleasant Hill Police Dept.
 Allwyn Brown, Chief Richmond Police Dept.	 Walt Schuld, Interim Chief San Pablo Police Dept.	 Mark Peterson District Attorney
 Dan Pratt, Chief San Ramon Police Dept.	 Thomas Chaplin, Chief Walnut Creek Police Dept.	