



# OFFICE OF THE SHERIFF

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Tyson J. Pogue, Sheriff - Coroner

## **MEMORANDUM OF AGREEMENT BETWEEN MADERA COUNTY SHERIFF'S OFFICE AND THE KERMAN POLICE DEPARTMENT PERTAINING TO ASSISTANCE UNDER THE LAW ENFORCEMENT MUTUAL AID PLAN**

**WHEREAS**, on September 7<sup>th</sup>, 2022 the Fork Fire, an extreme wildfire, fueled by heavy brush, gusty winds and low humidity swept through the region; and

**WHEREAS**, the Governor's Office of Emergency Services approved emergency assistance through the California Disaster Assistance Act (CDAA 2022-08); for the Fork Fire;

**WHEREAS**, the 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; and

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

**WHEREAS**, the 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 county sheriff is the Operational Area Law Enforcement and Mutual Aid Coordinator; and

**WHEREAS**, 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 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**, the Madera County Sheriff’s Office requested the mutual aid assistance of Kerman Police Department pursuant to the Law Enforcement Mutual Aid Plan to support law enforcement services in connection with the Fork Fire; and

**WHEREAS**, Kerman Police Department provided mutual aid assistance consisting of law enforcement personnel, equipment, and materials to assist with law enforcement services in connection with the Fork Fire; and

**WHEREAS**, Kerman Police Department agrees to document all of its mutual aid assistance costs related to the Fork Fire as attachments to this MOA and submit to the Madera County Sheriff’s Office as soon as practicable; and

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the Kerman Police Department and the Madera County Sheriff’s Office that the Madera County Sheriff’s Office may reimburse all reasonable costs associated with the law enforcement mutual aid assistance during the Fork Fire.

REQUESTOR

RESPONDER

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Tyson J. Pogue  
Sheriff-Coroner

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John Jansons  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

