

Exhibit 'A'

**MEMORANDUM OF AGREEMENT BETWEEN COUNTY OF TULARE AND KERMAN
POLICE DEPARTMENT PERTAINING TO ASSISTANCE UNDER THE LAW
ENFORCEMENT MUTUAL AID PLAN**

WHEREAS, on February 21, 2023, the California Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides swept through the Tulare County region; and

WHEREAS, on April 3, 2023 a Presidential Declaration of Emergency was issued with respect to California Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides for Los Angeles, Monterey and Tulare Counties; and

WHEREAS, on April 3, 2023, the Federal Emergency Management Agency (FEMA) approved assistance through the major disaster declaration (FEMA-4699-DR-CA)]; and

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, on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, April 20, 2023, and May 15, 2023, the Executive Department of the State of California declared a State of Emergency to exist in 52 counties, including Tulare County, as a result of a series of ongoing winter storms and their aftereffects; 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 Sheriff of Tulare County 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 California Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides; and

WHEREAS, KERMEN POLICE DEPARTMENT provided mutual aid assistance consisting of law enforcement personnel, equipment, and materials from **MARCH 18, 2023** and continuing to assist with law enforcement services in connection with the California Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides;and

WHEREAS, KERMEN POLICE DEPARTMENT agrees to document all of its mutual aid assistance costs related to the California Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides as attachments to this MOA and submit to the County of Tulare as soon as practicable;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the County of Tulare and **KERMEN POLICE DEPARTMENT** that the County of Tulare may reimburse all reasonable costs associated with the **KERMEN POLICE DEPARTMENT** emergency management mutual aid assistance during the California Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides.

COUNTY OF TULARE

KERMEN POLICE DEPARTMENT

By: _____

By: _____

Name: Dennis Townsend

Name: _____

Title: Chair, Board of Supervisors

Title: _____

Date: _____

Date: _____

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk