

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

WHEREAS, on June 24th 2021, an extreme wildfire, fueled by heavy brush, gusty winds and low humidity swept through Northern California (“Lava Fire”); and

WHEREAS, on June 28th 2021, evacuation orders were issued by Sheriff-Coroner, Jeremiah LaRue, including areas along Highway 97 North of Weed, including Angel Valley Road, Carrick Addition, Solus Drive, areas of the Lake Shastina Community, Juniper Valley, and Mt. Shasta Vista and;

WHEREAS, on June 29th 2021, the Siskiyou County Board of Supervisors proclaimed the existence of a local emergency by proclamation and;

WHEREAS, on June 29th 2021, the Governor of California, Gavin Newsom, announced that California has secured a Fire Management Assistance grant (FMAG) from the Federal Emergency Management Agency (FEMA) to help ensure the availability of vital resources to suppress the Lava Fire burning in Siskiyou County; and

WHEREAS, on July 16th 2021, Governor Newsom proclaimed a state of emergency for the Lava Fire in Siskiyou County; 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, the Law Enforcement Mutual Aid Plan delineates the current state policy concerning law enforcement mutual aid procedures; 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 Siskiyou County Sheriff is the Operational Area Law Enforcement and Mutual Aid Coordinator in Siskiyou County; and

WHEREAS, the 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 the 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 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 the County of Siskiyou requested the mutual aid assistance of the Belmont Police Department pursuant to the Law Enforcement Mutual Aid Plan to support law enforcement services in connection with the Lava Fire; and

WHEREAS, the Belmont Police Department provided mutual aid assistance consisting of law enforcement personnel, equipment, and materials from 06/24/21 until no longer necessary, to assist with law enforcement services in connection with the Lava Fire; and

WHEREAS, the Belmont Police Department agrees to document all of its mutual aid assistance costs related to the Lava Fire as attachments to this Memorandum of Agreement (“MOA”) and submit to the Siskiyou County Sheriff’s Office as soon as practicable; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Belmont Police Department and Siskiyou County, that the Siskiyou County Sheriff’s Office may reimburse all reasonable costs associated with the Belmont Police Department’s law enforcement mutual aid assistance provided during the Lava Fire Incident.


IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

SISKIYOU COUNTY SHERIFF'S OFFICE

By: 
JEREMIAH LARUE, SHERIFF-CORONER

Date: 04/05/22

BELMONT POLICE DEPARTMENT

By: 
KEN STENQUIST, INTERIM CHIEF OF POLICE

Date: 1/2/22

COUNTY OF SISKIYOU

Date: _____

Brandon A. Criss, Chair
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

| | | | |
|-------------|--------------|---------|-------------------------------|
| ACCOUNTING: | | | |
| Fund | Organization | Account | Activity Code (if applicable) |
| 1002 | 202010 | 72300C | 2062 |

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed:

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.