

TULARE COUNTY EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT

THIS AGREEMENT is entered into by and between County of Tulare (COUNTY) and the Tule River Tribe of California (TRIBE).

COUNTY and TRIBE have entered into this AGREEMENT with reference to the following circumstances:

It is mutually understood that emergencies and disasters could impact Tulare County, its municipalities, local governments, special districts, tribal nations, or tribal communities, exceeding the individual response and recovery capabilities of a single jurisdiction. As a result of this fact it is deemed desirable to ensure that the entire County is prepared to adequately address these events, to preserve and protect the health, safety, and welfare of the public and those communities that are within the affected areas.

It is important that all cities, tribes, communities, and local governments within Tulare County embrace a cooperative and coordinated emergency management program forming a mutual aid agreement between all levels of local government, to address issues arising from emergencies and disasters, whether natural or man-made.

It is mutually understood that mutual aid is not intended to replace a jurisdiction's ability to contract for or procure commercially available goods and services, but rather to augment those public services for which there are no commercial alternatives, and/or when commercial alternatives are insufficiently available in some way that has an adverse effect on public health or safety. A reasonable exhaustion of a jurisdiction's own resources, including its financial resources to secure commercial goods and services, is necessary prior to aid being sought pursuant to this AGREEMENT.

TULARE COUNTY AGREEMENT NO. 31780

NOW, THEREFORE, In consideration of the foregoing premises, both the COUNTY and TRIBE hereto recognize that such emergencies and/or disasters are likely to occur, and desire to agree in advance to provide assistance to one another to address emergency or disaster needs through mutual aid and assistance as follows:

SECTION I

Purpose

It is recognized and acknowledged that in the case of a local, state and/or national emergency or disaster, whether natural or man-made, impacting areas within the jurisdictional boundaries of COUNTY or TRIBE, it may be desirable and/or necessary to secure additional resources, including but not limited to equipment, supplies, and personnel, beyond those available to an individual jurisdiction in order to combat the effects of the emergency or disaster. These resources may include any resource not specifically covered by an existing mutual aid agreement, including but not limited to sandbags, medical supplies, heavy equipment, supervisors, building inspectors, environmental health employees, public works employees, and public health care workers.

It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to provide aid and assistance pursuant to a request from another party.

SECTION II

Definitions

For the purpose of this agreement, the following terms as used herein shall be defined as follows:

Aid and Assistance: Includes, but is not limited to personnel, equipment, facilities, services, supplies, and any other resources needed to respond to a disaster.

Stricken Jurisdiction: The party requesting aid and assistance pursuant to this agreement in the event of an emergency or disaster.

Aiding Jurisdiction: The party furnishing aid or assistance to a stricken jurisdiction pursuant to this agreement.

Emergency: An occurrence or condition which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the

stricken jurisdiction and such that a jurisdiction determines the necessity and advisability of requesting aid and declares an emergency.

Emergency Manager: COUNTY's Office of Emergency Services Manager or TRIBE's Director of Emergency Management, who supervise the day-to-day administration of the party's emergency management programs including civil defense, emergency preparedness, and Homeland Security programs.

Chief Executive Officer: COUNTY's County Administrative Officer or TRIBE's Chief Operating Officer.

Local Government: Governmental jurisdictions below the state and federal levels, including counties, municipalities, special districts, and Tribal nations.

Provider: Entity that creates or provides services to the community.

SECTION III

Mutual Aid Agreement Activation

of
shall be responsible for the costs and expenses incurred by
with the following information: the nature and extent of the emergency
incident, and the type and quantity of aid and assistance needed. All
communications shall be conducted directly between stricken jurisdiction and
aiding jurisdiction Emergency Managers, or their designee or successor in the
event the Emergency Manager is incapacitated, unavailable, or otherwise unable
to perform his/her duties.

Stricken jurisdiction shall be responsible for the costs and expenses incurred by
aiding jurisdiction to provide requested aid and assistance pursuant to the
provisions of this Agreement.

Required Information: Each request for aid and assistance shall be
communicated in writing, either initially or as soon as possible thereafter.
Requests for assistance shall be accompanied by the following information, to
the extent known:

- (1) Stricken Area and Status: A general description summarizing the nature, severity, timing, and complexity analysis of the emergency or disaster, the condition of the community, and the impacts to stricken jurisdiction's services and public infrastructure systems.
- (2) Current Resource Engagement: A summary of the stricken jurisdiction's current engagement of internal and any relevant available contract resources to combat the effects of the emergency or disaster;
- (3) Aid and Assistance Requested: The amount and type(s) of aid and assistance needed, and a reasonable estimate of the length of time they will be needed for.
- (4) Facilities: The need for sites, structures, or buildings outside stricken jurisdiction's geographical boundaries to serve as staging areas for incoming emergency goods and services; and
- (5) Requested Reporting Time and Location: An estimated time at which aid, and assistance is needed, and the location at which a representative of stricken jurisdiction will meet the resources of aiding jurisdiction.

The Emergency Manager will coordinate the acquisition and mobilization of the said resources not to completely deplete the emergency resources of the aiding region. All functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public or tribal membership and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable.

SECTION IV

Incident Management System

The National Incident Management System (NIMS), as adopted by the United States Department of Homeland Security, March 01, 2004, provides structure and coordination to the management of emergency incident operations in order to provide for the safety and health of first response personnel and other persons involved in the disaster response and recovery effort. Therefore, it is agreed that participants in this agreement shall operate under the NIMS system.

SECTION V

Jurisdiction over Personnel and Equipment

Personnel sent to aid a jurisdiction of government pursuant to this Agreement shall remain employees of the aiding jurisdiction of government. The aiding jurisdiction of government shall at all times have the right to withdraw any and all aid upon the order of its Elected Officials, Chief Executive Officer, Chief Operation Officer, Chairman, Emergency Manager, or his/her designee provided, however that the jurisdiction of government withdrawing from such aid shall notify the Incident Commander in charge of the jurisdiction of government requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION VI

Compensation for Aid

Costs for equipment, personnel, and/or services provided pursuant to this Agreement shall be documented by the stricken jurisdiction of government to the best of its ability.

- A. *PERSONNEL* – Aiding jurisdiction shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, bylaws, plans, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the aiding jurisdiction of government shall

document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).

- B. *EQUIPMENT* – Aiding jurisdiction of government shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the aid and assistance.
- C. *MATERIALS AND SUPPLIES* – Aiding jurisdiction of government shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.
- D. *REIMBURSEMENT OF COSTS* – Aiding jurisdiction shall invoice the stricken jurisdiction for all costs associated with providing aid and/or assistance pursuant to this agreement. The Stricken jurisdiction shall reimburse the aiding jurisdiction for all invoiced costs, and shall be responsible for subsequently seeking reimbursement under any disaster assistance program(s) and retains all responsibility for the ineligible, local, and/or non-Federal share of these costs associated with this agreement, the aiding jurisdiction shall first invoice costs associated with this agreement to said program(s), and the Stricken jurisdiction shall make payment for the remaining costs including ineligible costs, local share, and/or non-Federal share of costs to the aiding jurisdiction.

Aiding jurisdiction of government costs as documented in this Section will be invoiced to stricken jurisdiction and claimed by stricken jurisdiction for any disaster fund recovery. If any funds are received as part of the disaster recovery, aiding jurisdiction of government shall be reimbursed in the appropriate manner possible. The stricken jurisdiction of government and/or aiding jurisdiction of government together or alone shall apply for disaster or emergency relief. However, if the stricken jurisdiction of government is ineligible to apply for

disaster fund recovery, the aiding jurisdiction of government shall do so on behalf of the stricken jurisdiction of government, with the requirement that the stricken jurisdiction of government will reimburse any balances of costs not recovered through any disaster funds by the aiding jurisdiction of government.

SECTION VII

Insurance

Each jurisdiction of government hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage including comprehensive liability, personal injury, property damage, workman's compensation, and if applicable emergency medical service professional liability. No jurisdiction of government hereto shall have any obligation to provide or extend insurance coverage for any use of the terms enumerated herein to any other jurisdiction of government hereto or its personnel.

SECTION VIII

Indemnification

Each jurisdiction of government hereto agrees to waive all claims against all other jurisdiction of government hereto for any loss, damage, personal injury, or death occurring in consequence of the performance of this Mutual Aid Agreement provided however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each jurisdiction of government requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify, and defend the jurisdiction of government rendering aid and its personnel from any and all claims, demands, liability, losses, damages, costs, suits in law, or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided however, that all employee benefits, wages and disability payments, pensions, workman's compensation claims, damage to or destruction of equipment and clothing, and

medial expenses of the jurisdiction of government rendering aid shall be the sole and exclusive responsibility of the respective jurisdiction of government and of its employees, provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

TRIBE and COUNTY BOTH agree to indemnify for any liability imposed upon the TRIBE OR COUNTY in the manner and for the purposes described in Government Code Sections 895.2 and 895.4. Notwithstanding such agreement, the TRIBE's observance of the provisions of the Government Code described herein is not a waiver of TRIBE's sovereign immunity, nor does it imply that TRIBE is subject to the jurisdiction of the federal court, or the courts of any state or political subdivision thereof.

SECTION IX

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the aiding jurisdiction of government prohibit response. It is the responsibility of the aiding jurisdiction of government to immediately notify the stricken jurisdiction of government of the aiding jurisdiction of government inability to respond. However, failure to immediately notify the stricken jurisdiction of government of such inability shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned. No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by the jurisdiction of government hereto, its duly authorized agents and personnel, for failure to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms on this Agreement.

SECTION X

Terms

This Agreement shall be in effect for a term of three years from the date of signature hereof and shall automatically renew for successive three-year terms unless terminated in accordance with this section. Any jurisdiction of government hereto may terminate its participation in this Agreement at any time, provided that the jurisdiction of government wishing to terminate its participation in this Agreement shall give a written notice to the jurisdiction of government participating in the Agreement, specifying the date of termination. Such notice shall be given at least 30 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION XI

Effectiveness

This Agreement shall be in full force and effect upon approval by the jurisdiction of government hereto in the manner provided by law and upon proper execution hereof. **This agreement does not supersede (Existing Mutual Aid Agreements with any fire and law enforcement agencies that the tribe already has in place) (Existing Mutual Aid Agreements and contracts between the organization and what the tribe already has in place with its local partners and jurisdictions) the public safety agreement currently in force.**

SECTION XII

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall

be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

SECTION XIII

Governing Law

This Agreement shall be governed, interpreted, and constructed in accordance with the laws of the State of California and/or the ordinances, bylaws, and constitution of the Tule River Indian Tribe of California.

SECTION XIV

Amendments

This Agreement may only be amended by written consent of all the parties hereto. The undersigned jurisdiction of local government hereby has adopted and subscribes to and approves this Tulare County and Tule River Tribe of California Regional Mutual Aid Agreement to which this signature page will be attached and agrees to party thereto and be bound by the terms thereof.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

TULE RIVER TRIBE

Name: Tule River Tribe of California _____

Address: 340 N. Reservation Rd. _____

Title: Chairman, Tule River Tribe of California___ Date: 12/05/2023

Signature: *Neil Puyon* _____

COUNTY OF TULARE

Name: County of Tulare _____

Address: 2800 W. Burrell Ave., Visalia CA 93291 _____

Title: Chairman, Board of Supervisors _____ Date: 7/9/2024

Signature: *Sam M...* _____

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



By: *J. Britt* _____
Deputy Clerk

Approved as to Form
County Counsel

By: *Makenzie Dunckel* _____ Date: 6/25/24

Deputy County Counsel
Matter No. OES-General