

MEMORANDUM OF UNDERSTANDING
BETWEEN CALIFORNIA HIGHWAY PATROL
AND
CALIFORNIA DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

BACKGROUND

THIS MEMORANDUM OF UNDERSTANDING (MOU) concerns resource support during major disasters. The MOU is made and entered into by and between the California Highway Patrol, hereafter called CHP, and the California Department of Forestry and Fire Protection, hereafter called CAL FIRE.

RESPONSIBILITIES

CHP

1. As directed by the Governor of the State of California in Executive Order No. W-9-91, it is the responsibility of the State of California to maintain a high degree of preparedness in the event of an earthquake, flood, fire, riot, epidemic, attack by a foreign power and other emergencies.
2. As outlined in the California Vehicle Code, Section 2400, the CHP, as a principal criminal justice agency, has full responsibility for the management and regulation of traffic to achieve safe, lawful and efficient use of the highway transportation system. In its role as a major statewide law enforcement agency, the CHP supports local law enforcement and will assist in emergencies exceeding local capabilities. Additionally, as a public service agency, the CHP provides disaster and life saving assistance.
3. The CHP is also responsible for the protection of its personnel, equipment, supplies, facilities, and vital public records against the destructive forces of nature, the continuation of essential services during an emergency, and for making the most efficient use of available resources.
4. During an emergency, the CHP is required to redirect available resources towards emergency highway traffic regulation and control. The CHP will assist local jurisdictions with evacuations for any cause, including dam failures, radiological incidents, and fires, and will assist in restoring and maintaining law and order.
5. CHP resources will be committed to local governments to the extent necessary to comply with existing policy and Mutual Aid Agreements. The CHP will normally remain a separate organization and function independently.

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CHP and CAL FIRE

6. The CHP and CAL FIRE will use the Standardized Emergency Management System/National Incident management System/Incident Command System (SEMS/NIMS/ICS) in managing major disasters involving multi-jurisdiction response. CHP and CAL FIRE Incident Commanders shall ensure that assisting agencies are properly and promptly integrated into the ICS structure.

7. The CHP and CAL FIRE have expertise and experience in ICS and can manage or assist in the management of a major disaster. Given the unpredictability of disasters, this MOU will provide a practical method of potential resource allocation when responding to a major incident.

8. California Government Code Section 8630.3: Disaster means a fire, flood, storm, tidal wave, earthquake, terrorism, epidemic, or other similar public calamity that the Governor determines presents a threat to public safety.

9. CHP and CAL FIRE agree that a formal Governor's "Declaration" of Disaster is not necessary to affect the provisions of this MOU.

NOW, THEREFORE, in consideration of the conditions herein made, it is agreed as follows:

TERMS AND CONDITIONS

10. This MOU is evidence of the level of cooperation between the CHP and CAL FIRE during major disasters in California. However, changes will continue to occur over the duration of this agreement. Many daily issues cannot be addressed in such a document. Those changes and issues will be resolved in a mutually acceptable manner between the two involved parties.

11. Notification

In the event CAL FIRE arrives first at the scene of a major incident in which the CHP is or should be the State Agency Coordinator, Incident Commander, or designated Lead Agency, CAL FIRE will jointly notify the Office of Emergency Services and the CHP. In the event CHP arrives first at the scene of a major disaster in which the CAL FIRE is or should be the State Agency Coordinator, Incident Commander, or designated Lead Agency, CHP will jointly notify the Office of Emergency Services and CAL FIRE.

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12. Resource Requests

In the event of a major disaster, the CHP may request resource assistance from CAL FIRE, or CAL FIRE may request resource assistance from the CHP. The assistance rendered by either agency will be secondary to their primary responsibilities required by law and will not affect any other agreement entered into by CAL FIRE or the CHP.

13. Authority to Request Resources

The authority to request CAL FIRE resources on behalf of the CHP in major disasters under this MOU rests with the Commissioner, Deputy Commissioner, Assistant Commissioners, or their designated alternates. CAL FIRE agrees to provide the requested resources to the CHP, based on the availability of the resources.

The authority to request CHP Resources on the behalf of CAL FIRE in major disasters under this MOU rests with the Director, Chief Deputy Director, Deputy Director - Fire Protection, Region Chief, or their designated alternates. CHP agrees to provide the requested resources to CAL FIRE, based on the availability of the resources.

14. Incident Management Teams

CAL FIRE maintains Major Incident Management Teams (IMT) for the management of large scale emergency incidents and disasters. CHP agrees to participate on CAL FIRE IMTs when requested. IMTs may also be requested by the CHP to assist in the event of a major emergency. This agreement, however, does not constitute a "Delegation of Authority".

15. Priority of Protection

The CHP and CAL FIRE agree that incident objectives will generally be prioritized as follows:

- Threat to human life.
- Threat to real and personal property.
- Threat to natural resources.

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16. Resource Commitment

It is agreed that once committed to assist CHP in response to an incident, CAL FIRE resources will remain with the incident until released by the Commissioner or his/her designee. It is agreed that once committed to assist CAL FIRE in response to a disaster, CHP resources will remain with the incident until released by the Director or his/her designee. The exception will be a disaster of the magnitude that the Governor declares a State of Emergency, as human life is affected, and as CAL FIRE resources are critically required at other disaster locations.

17. Potential Resources Available

The CAL FIRE resources that may be requested by the CHP to respond to a disaster may include, but are not limited to: mobile kitchens with stores, communication units, aircraft, medical units, IMTs, and/or personnel with specialized skills or ICS qualifications.

The CHP resources that may be requested by CAL FIRE to respond to a disaster may include, but are not limited to: vehicles, aircraft, communications units, canine units, and/or personnel with specialized skills or ICS qualifications.

18. Limitations

Nothing in this MOU shall be interpreted to conflict with, or be inconsistent with, any federal or State statute, regulation, or other provision of law applicable to CAL FIRE or the CHP. Furthermore, this MOU does not constitute a delegation of any authority by either party to the other.

19. Procurement Authority

Procurement incurred in support of an incident will be mutually agreed upon by both parties, and the costs shall be documented by the designated Finance Section Chief.

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20. Accounting for Assistance Costs

Each agency shall document on all costs specifically attributable to the other in the case of a major multi-agency response. This will include, but not be limited to salary, overtime, employee benefits, travel, subsistence related to response, etc. All such costs will be reimbursable to CAL FIRE by the CHP, or to the CHP by CAL FIRE depending on which agency requested the assistance.

In the event of Joint Training, each agency is responsible for its own costs.

21. Procedure for Cancellation or Amendments

This MOU may be canceled by either party by providing 30 days prior written notice to the other party, or may be amended at any time by written mutual consent of the parties involved.

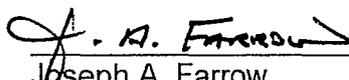
22. Employment Policy

It is agreed that employees of the parties in this MOU shall at all times be subject to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than those specifically provided by the terms of their employment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

STATE OF CALIFORNIA
DEPARTMENT OF THE
CALIFORNIA HIGHWAY PATROL

STATE OF CALIFORNIA
DEPARTMENT OF
FORESTRY AND FIRE PROTECTION



Joseph A. Farrow
Commissioner



Ken Pimlott
Director

Date 4-8-15

Date 12/1/14

EXHIBIT A
(Memorandum of Understanding)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. California Department of Forestry and Fire Protection (CALFIRE) agrees to compensate Department of California Highway Patrol (CHP) for actual expenditures incurred in accordance with the rates specified herein.
- B. Invoices shall include the CAL FIRE-93 and supporting documents shall be submitted in duplicate not more frequently than monthly in arrears to:

Kevin Guerrero, Staff Chief, Operations
California Department of Forestry and Fire Protection
P.O. Box 944246
Sacramento, CA 94244-2490
(916) 657-4549

Aubrey Confletti, AGPA
California Highway Patrol
P.O. Box 942898
Sacramento, CA 94298-0001
(916) 843-3249

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the state shall have the option to either cancel this Agreement with no liability occurring to the state, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

4. Payment Provisions

A. Salary Reimbursement

CALFIRE shall reimburse CHP for actual costs incurred at the time services are provided. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. The sample rates* indicated in this agreement are for estimate purposes only. In the event CHP is granted a rate increase, CALFIRE agrees to pay the increased rate. CHP personnel that may be utilized under this agreement may include but shall not be limited to the following:

EXHIBIT A
(Memorandum of Understanding)

<u>Position</u>	<u>Regular Time Rate</u>	<u>Overtime Rate</u>
CHP Assistant Chief	\$204.99 per hour	
CHP Lieutenant	\$160.80 per hour	
CHP Sergeant	\$155.14 per hour	\$104.72 per hour
CHP Sergeant, Motorcycle	\$160.51 per hour	\$108.35 per hour
CHP Officer	\$127.55 per hour	\$ 86.10 per hour
CHP Officer, Motorcycle	\$131.97 per hour	\$ 89.08 per hour
CHP Officer, Canine	\$129.79 per hour	\$ 87.61 per hour
Associate Governmental Program Analyst	\$ 65.14 per hour	\$ 54.97 per hour
Public Safety Dispatcher	\$ 50.67 per hour	\$ 44.12 per hour

B. CHP Vehicle Rates

Automobile Mileage	\$ 0.90 per mile
Motorcycle Mileage	\$ 1.31 per mile
Helicopter Usage	\$700.39 per hour

*Effective 10/22/2014

5. Arduous Pay

Arduous Pay Differential may apply to CHP personnel that are exempt from the Fair Labor Standards Act. At CHP discretion, excluded employees shall be eligible to receive an arduous pay differential for performing work that exceeds the normal demands of state service employment.

Excluded employees are eligible for the pay differential for up to four (4) months per fiscal year (or per event for emergencies involving loss of life or property). At no time shall arduous pay exceed \$300.00 per work week, with a maximum of \$1,200.00 per pay period.

6. Per Diem

CALFIRE will reimburse CHP for other expenses as necessary; including but not limited to: travel costs, mileage, meals and incidentals. All travel and per diem shall be reimbursed in accordance with current CalHR rates.