



**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**California Emergency Management Agency**  
**and the**  
**California Department of Forestry and Fire Protection**

**I. Parties:**

This Memorandum of Understanding (MOU) is between the California Emergency Management Agency (Cal EMA) and the California Department of Forestry and Fire Protection (CAL FIRE). Cal EMA and CAL FIRE are the defined "parties" in this MOU.

**II. Authority of Agreement:**

The authority of Cal EMA to enter into this agreement is referenced in the EXECUTIVE ORDER S-04-06 (Governor's Executive Order). The **State's Emergency Plan**, promulgated in accordance with the provisions of the Emergency Services Act, provides statewide authority and responsibility, and describes the functions and operations of government at all levels during extraordinary emergencies. Sections 8567, 8587 and 8614 (a) provide the Governor with the authority to direct Executive Departments of the State to support such planning and preparedness and other emergency activities. Executive Order No. W-9-91 directs each agency to be responsible for "emergency planning, preparedness and training." Each agency shall establish a line of succession "and train its employees to properly perform emergency assignments."

**III. Statement of Purpose:**

The parties have the common objective of restoring normal State operations during an event which causes normal operations to cease, in order to protect and assist the people of the State of California. Each party is independent, has its respective responsibilities, yet recognizes the need to coordinate for the successful delivery of the State's mission. This MOU serves to establish the terms under which Cal EMA may resume its missions at the named facility(ies) of the State of California in the event Cal EMA's normal operations are disrupted by an emergency situation leading to the activation of the Cal EMA Continuity Plan.

**IV. Liability:**

Each participating agency shall be liable for any and all worker's compensation benefits for personnel who are employed by them and are injured in the course and scope of their duties while assigned to the State of California.

Consistent with State Law for the purposes of indemnification, each participating agency shall be responsible for the acts of its participating officers and employees, whether regular or contract employees, and shall incur any liabilities arising out of the actions of such persons in the discharge of their duties and responsibilities while at the State of California. Personnel assigned to the State of California are deemed to continue to be employees of the agency assigned.

**V. Agreements:**

- A. CAL FIRE agrees, upon activation of the Cal EMA Continuity Plan, to make best efforts to provide the facility space and work support capabilities outlined in the Cal EMA Continuity Plan.
- B. If any costs are incurred by CAL FIRE as a result of this agreement, CAL FIRE and Cal EMA will negotiate the method and amount of reimbursement at that time.
- C. CAL FIRE agrees to make best efforts to participate in any previously-scheduled exercises by Cal EMA to test and validate its continuity capabilities:
- D. Cal EMA agrees to provide assistance to CAL FIRE in expanding and maintaining its COOP/COG capabilities through grants and other means it has at its disposal.
- E. This agreement supersedes all previous Memorandums of Understanding specific to COOP/COG.

**VI. Duration and Modification:**

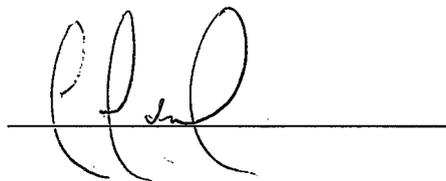
This MOU is valid until a 60-day notice is given, in writing, by either party notifying the other party of cancellation. This MOU may be modified upon mutually agreement, in writing, by both parties.

**VII. Signatories:**

- A. The contact person for CA EMA shall be **Undersecretary Frank McCarton**, or a person whom he designates in writing to act as a contact person in his absence.
- B. The contact person for CAL FIRE shall be **the Assistant Deputy Director for Cooperative Fire, Training, and Safety Programs**, or a person whom he designates in writing to act as a contact person in his absence.
- C. The undersigned have the authority to bind their respective agencies and make commitments contemplated in this MOU.



Cal EMA (Signatory)



Loren Snell, Assistant Deputy Director  
Cooperative Fire, Training, and Safety Programs  
CAL FIRE

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: 7-20-09