**MEMORANDUM OF UNDERSTANDING**

*Between*

**The California Governor’s Office of Emergency Services (Cal OES)**

*And*

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WHEREAS, the safety of the people of the State of California is of the utmost importance at all levels of state and local government;

WHEREAS, the State of California and the Federal Emergency Management Agency (FEMA) recognize the importance of written mutual aid agreements to facilitate response, recovery, and reimbursement;

WHEREAS, the Safety Assessment Program (SAP) utilizes volunteers and mutual aid resources to provide professional engineers and architects and certified building inspectors to assist local governments in safety evaluation of their built environment in the aftermath of a disaster;

WHEREAS, SAP is intended to help local governments perform facility safety evaluations as quickly as possible;

WHEREAS, the California Governor’s Office of Emergency Services (Cal OES) and the above-titled Requesting Jurisdiction, hereinafter referred to as Parties, seek to enter into a Mutual Aid and Operational Agreement in order to use the Safety Assessment Program’s (SAP) resources and personnel in the event of a local disaster or other emergency;

THEREFORE, the Parties agree as follows:

1. The Requesting Jurisdiction will be responsible for reasonable travel and per diem costs for meals not provided of the volunteer SAP personnel deployed by Cal OES in response to the disaster or emergency, if applicable.
2. The Requesting Jurisdiction will be responsible for the hourly wages and overtime of local government SAP personnel deployed by Cal OES in response to the disaster or emergency, in addition to their reasonable travel and per diem costs, if applicable.
3. Requesting Jurisdiction will not be required to reimburse State SAP personnel.
4. The Requesting Jurisdiction will provide Cal OES with the number of SAP evaluators it is requesting and their preferred expertise, such as the number of licensed civil, structural, or geotechnical engineers, licensed architects, or certified building inspectors being requested.
5. The Requesting Jurisdiction will provide Cal OES with the number of days the SAP personnel will be needed, the date and time of arrival, and reporting location.
6. The SAP personnel will be under the authority of the Requesting Jurisdiction once deputized by the Requesting Jurisdiction as deputy building inspectors, after which time the SAP personnel will be permitted to post official placards under the authority of the local jurisdiction.
7. The Requesting Jurisdiction agrees to the following:
   1. Utilize SAP personnel only to evaluate building and/or infrastructure viability;
   2. Not use SAP personnel to estimate building damage repair costs;
   3. Not use SAP personnel for possession retrieval from private homes or from public buildings; and
   4. Maintain daily attendance rosters of all who are participating in the SAP deployment, including time of arrival and time of departure for the duration of the deployment.
   5. Provide copies of the attendance rosters to the state and federal disaster recovery specialists upon request.
   6. Track and document the SAP deployment costs.
   7. Upon completion of the SAP mobilization, all SAP personnel will be safely demobilized in accord with standard emergency management best practices.
   8. Upon completion of the SAP mobilization, pay all outstanding costs.
8. The Requesting Jurisdiction may choose to use the donated labor of SAP volunteers to offset their non-federal cost share. To do so, the Requesting Jurisdiction must keep records of the hours that the volunteers spent in the field, the normal hourly wage of each volunteer, and the volunteers’ names.
9. To the extent permitted under California law, State SAP personnel and volunteers will be covered for worker’s compensation by the State of California worker’s compensation law, and local jurisdiction SAP personnel will be covered for worker’s compensation through their own jurisdiction.
10. To the extent permitted by law, SAP personnel may have immunity from liability in accord with the California Emergency Services Act Section 8657(a), the California Business and Professions Code Sections 5536.27 and 6706. SAP personnel will also obtain immunity from liability by virtue of being deputized by the Requesting Jurisdiction. Nothing in this section shall provide immunity for intentional acts, gross negligence or willful misconduct, or any conduct outside the course and scope of official duties, or wherever else immunity is prohibited under California law.
11. Cal OES agrees to make reasonable efforts to provide SAP personnel to the Requesting Jurisdiction.
12. This Agreement will commence upon approval of the Parties and the binding signatures of the officials with authority for Cal OES and the Requesting Jurisdiction. This agreement will be in effect until such time as the Agreement is terminated by one or both Parties. Either Party may terminate this agreement by providing written notice of its intention to terminate no less than thirty calendar days prior to the effective termination date.
13. The Parties shall comply with all applicable federal, state, and local statutes, regulations, rules and ordinances.
14. Each Party has read, agreed to, and executed this Agreement on the date(s) indicated below.

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(Requesting Jurisdiction) (Signed)

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(Printed name) (Date signed)

California Governor’s Office of Emergency Services **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Signed)

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(Printed name) (Date signed)