

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NATIONAL CITY
AND
THE CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES
FOR THE SAFETY ASSESSMENT PROGRAM**

The City of National City (“CITY”) and the California Governor’s Office of Emergency Services (“Cal OES”) of the State of California of the United States of America, hereinafter referred to as “the Participants”;

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 personnel to provide licensed professional engineers, architects, geologists, certified building inspectors, certified public works inspectors, and SAP Coordinators, hereinafter referred to as “SAP personnel”, 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; and

WHEREAS, the Participants seek to enter into this Memorandum of Understanding to request or provide SAP resources and personnel from each other in the event of a disaster.

Therefore, the Participants have reached the following understanding:

**SECTION I
Objective**

To establish a framework between the Participants for the provision of SAP personnel, managed by Cal OES, to be provided to the CITY for the purpose of conducting safety assessments.

**SECTION II
Specific Activities**

Responsibilities of each Participant and specific provisions regarding worker’s compensation and immunity are set forth as follows.

A. CITY Responsibilities

1. Provide Cal OES with the number of SAP evaluators Cal OES 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;
2. Provide Cal OES with the number of days the SAP personnel will be needed, the date and time of arrival, and reporting location;
3. Be responsible for reasonable lodging, 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;
4. 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 lodging, travel, and per diem costs, if applicable;
5. Not be required to reimburse State SAP personnel;
6. The SAP personnel will be under the authority of the CITY once deputized by the CITY 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. Utilize SAP personnel only to evaluate building and/or infrastructure viability;
8. Maintain daily activity of all who participate in the SAP deployment on an ICS 214 Activity Log, including time of arrival and time of departure for the duration of the deployment and to provide copies of the ICS 214's to the state and federal disaster recovery specialists upon request;
9. Track and document costs to conduct safety assessments and support SAP personnel;
10. Upon completion of the SAP mobilization, all SAP personnel will be safely demobilized in accordance with standard emergency management best practices;
11. Upon completion of the SAP mobilization, pay all outstanding costs;
12. Not use SAP personnel to estimate building damage repair costs;

13. Not use SAP personnel for retrieval of possessions from privately or publicly owned buildings;
14. Keep records of the hours that the volunteers spent in the field, the normal hourly wage of each volunteer, and the volunteers' names, if it chooses to use the donated labor of SAP volunteers to offset their non-federal cost share; and
15. Will immediately report any injuries of SAP personnel to the Statewide Safety Assessment Program Coordinator.

B. Cal OES Responsibilities

1. Make reasonable efforts to provide SAP personnel to the CITY;
2. Coordinate contacting SAP personnel and consolidating names to provide to the CITY; and
3. For the purpose of deploying SAP personnel, provide all deployment information furnished by the CITY to SAP personnel, including but not limited to CITY Points of Contact, lodging location(s), and initial location to report for work.

C. Worker's Compensation and Immunity

1. 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.
2. To the extent permitted by law, SAP personnel may have immunity from liability in accordance with the California Emergency Services Act Government Code section 8657(a), and 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 CITY. 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.

SECTION III
Points of Contact

The CITY and Cal OES will also serve as the respective contact points for communication and information exchange, as well as any notice required to be submitted under this Memorandum of Understanding.

Cal OES: Alora Franco, Statewide Safety Assessment Program Coordinator
Email: SAP@CalOES.ca.gov
Phone: (916) 328-7711 OR Mobile: (916) 539-5245

Gurbir Singh, Statewide Safety Assessment Program Coordinator
Email: SAP@CalOES.ca.gov or Gurbir.Singh@caloes.ca.gov
Mobile: (916) 823-6790

Jim Barnes, Statewide Safety Assessment Program Coordinator
Email: Jim.Barnes@CalOES.ca.gov Mobile: (916) 856-9922

CITY: Walter Amedee, Emergency Manager
Email: wamedee@nationalcityca.gov
Phone: (619) 336-4556

Sergio Mora, Fire Chief
Email: smora@nationalcityca.gov
Phone: (619) 336-4551

SECTION IV
No Legal Obligations, Rights, or Remedies

This Memorandum of Understanding is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this Memorandum of Understanding are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion over implementation of its pledges in light of the Participant's individual circumstances, laws, and policies; and each Participant is free to withdraw from the Memorandum.

SECTION V
Availability of Personnel and Resources

This Memorandum of Understanding does not involve the exchange of funds, nor does it represent any obligation of funds by either Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Participant who incurs them, unless otherwise stipulated and decided pursuant to a future written arrangement. All activities undertaken pursuant to this Memorandum of

Understanding are subject to the availability of funds, personnel, and other resources of each Participant.

The personnel designated by a Participant for the execution of this Memorandum of Understanding will work under the orders and responsibility of the Participant and any other organization or institution to which they belong, at all times maintaining any preexisting employment relationship with the Participant and such organization or institution. Their work will not create an employer-employee relationship with another Participant or any other organization or institution, so in no case will that other Participant, or other organization or institution, be considered as a substitute or joint employer of the designated personnel.

SECTION VI
Compliance with Applicable Laws

All activities undertaken pursuant to this Memorandum of Understanding, and all personnel designated by the Participants for the execution of those activities undertaken pursuant to this Memorandum of Understanding are subject to all laws applicable in the jurisdiction where the activities are performed. Such personnel, if visiting the other Participant to participate in an activity pursuant to this Memorandum of Understanding, will not engage in any activity detrimental to this Memorandum of Understanding.

SECTION VII
Interpretation and Application

Any difference that may arise in relation to the interpretation or application of this Memorandum of Understanding will be resolved through consultations between the Participants, who will endeavor in good faith to resolve such differences.

SECTION VIII
Final Provisions

This Memorandum of Understanding is effective from the date of its signature, for a two (2) year period, unless renewed or extended by the Participants in the same manner that the Participants may otherwise modify this Memorandum of Understanding.

This Memorandum of Understanding may be modified at any time by mutual consent of the Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Any of the Participants may at any time, withdraw from this Memorandum of Understanding by providing a written notice to the other Participant 30 days in advance.

The termination of this Memorandum of Understanding shall not affect the conclusion of the cooperation activities that may have been initiated during the time this Memorandum of Understanding is in effect, unless the Participants mutually decide otherwise.

Signed in the City of National City, California, on October 7, 2025, in two original copies English. Both texts are equally valid.

FOR THE CITY OF NATIONAL CITY GOVERNOR'S

**FOR THE CALIFORNIA GOVERNOR'S OFFICE
OF EMERGENCY SERVICES OF THE STATE OF
CALIFORNIA OF THE UNITED STATES OF
AMERICA (CAL OES)**

Ron Morrison, Mayor

**Gurbir Singh, Safety Assessment Program,
State Coordinator**