

MEMORANDUM OF UNDERSTANDING



BETWEEN

@fire

AND



**THE DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

**OF THE STATE OF CALIFORNIA
OF THE UNITED STATES OF AMERICA**

This Memorandum of Understanding (“**MOU**”) is between **@fire** and the Department of Forestry and Fire Protection (“**CAL FIRE**”), hereinafter referred to individually as a “**Participant**” and collectively as the “**Participants**,” and is as follows;

- A. **WHEREAS**, the mission of **CAL FIRE** is to serve and safeguard the people and protect the property and resources of California,
- B. **WHEREAS**, the mission of **@fire** is to promote national fire protection and provide international disaster relief. **@fire** will establish rapid mobile reaction forces for firefighting and disaster control/civil defense, maintain them as ready for use and deploy them. **@fire's** prime task is to avert dangers to people, animals, and property with a goal of national and international cooperation and collaboration.
- C. **WHEREAS**, this joint partnership may provide a broad framework for cooperation and support between the Participants to enhance emergency response; reduce vulnerabilities and increase resilience to wildfire threats; and build upon a solid foundation that enhances initiatives in wildfire management and prevention, and fire and resource assessment.

Therefore, the Participants have reached the following understanding:

**SECTION I
Objective**

The Participants will achieve the objectives through the exchange of expertise in such fields as operational response; climate response, energy investments, disaster risk; aerial capability; technology and training; community risk; research and innovation; and fuel management. Together, this sharing of skills and knowledge ensures a strong emergency management framework is maintained and effectively engaged in emergencies and natural disasters.

The purpose of this MOU is to establish a flexible framework, based on reciprocity, between the Participants in order to permit them to develop mutually beneficial partnerships in the fields of emergency response and wildfire management and prevention. In doing so, the Participants share the following objectives:

- a) Improving capacity to enhance wildfire response and recovery efforts in coordination with the relevant authorities of each territory, in accordance with applicable domestic laws.
- b) Improving efficiencies and capabilities within emergency management by committing to share best practices, expertise, technology, training, and research in disaster risk management
- c) Enhancing and promoting wildfire prevention and wildland-urban interface awareness to values at-risk and at-risk populations, according to available economic and technical resources.
- d) Providing the opportunity for training and exercises of mutual interest in disaster risk management to develop expeditious communication and coordinated strategies during emergencies and disasters.
- e) Coordinating joint initiatives, programs, or projects enhance the mutual understanding of wildfire management and encourage interoperability between Agencies.
- f) Provide an opportunity for @fire members to gain experience shadowing Incident Management Teams including Incident Command Staff, General Staff, or Unit Leader and overhead positions. To enhance response and recovery efforts in coordination with the relevant authorities of each territory in accordance with applicable domestic laws.

SECTION II Areas of Cooperation

The Participants intend to expand cooperation on emergency response policies and practices through initiatives focused on, but not limited to, the following areas of cooperation:

- a) Improving efficiencies and capabilities within emergency management by committing to share best practices, expertise, technology, training, and research in disaster risk management.
- b) Co-operating to identify opportunities to share expertise and collaborate with respect to aviation firefighting and detection initiatives, including provision of aircraft during operational activity and personnel exchanges for professional development purposes.

- c) Providing the opportunity for training and exercises of mutual interest in disaster risk management to develop expeditious communication and coordinated strategies during emergencies and disasters.
- d) Encouraging the exploration, development, and promotion of future activities and collaborations in disaster risk management.
- e) Enhancing and promoting safety and preparedness awareness to at-risk populations by sharing best practices, technologies, collaborations, and training opportunities.
- f) Sharing best practices, communication strategies, research and technologies, and training opportunities in California and Germany that enhance and promote wildfire prevention and wildland-urban interface awareness to at-risk populations, according to available economic and technical resources.
- g) Sharing advances in training material and opportunities, technical expertise, geographic information systems and technology, communication strategies, scenarios, and simulations in all phases of wildfire protection and management, including projects in the area of community risk and hazard assessment, and exchange programs, including the preparation of community-level wildfire prevention plans. Sharing best practices, expertise, and technical assistance to improve the capacity in all areas of wildfire suppression.
- h) Coordination between the Participants to arrange mutually acceptable times and locations for personnel to participate in **CAL FIRE** Incident Management Teams and Incident Command Staff shadowing. Shadowing assignments for **@fire** members which will typically be for durations of 7 to 14 days. The receiving **CAL FIRE** Incident Management Team (IMT) will communicate with the **@fire** personnel and the shadowing assignment coordinator about lodging options, including publicly available information on local hotel accommodations or access to the base camp. Any anticipated personal protective equipment (“**PPE**”) for shadowing participants must be specified by **CAL FIRE** and will be provided by the **@fire**. In the event of an emergency or potential emergency requiring specialized PPE, participants may be loaned this PPE through the incident logistics section for the duration of the assignment; the **@fire** participants will return this PPE to the incident logistics section upon completion of the assignment. **@fire** will be responsible for the cost of any PPE not returned or damaged beyond reasonable wear and tear.

- i) Sharing and exploring innovations in fuel management methods, including prescribed burning, pre-fire management, data collection and analysis, tools and equipment, best practices, technology, and policy developments to mitigate and lessen effects of increased wildfires due to climate change, developing activities with the objective to enhance community and ecosystem resilience to climate impacts and improving the coordination of resources.

**SECTION III
Coordination**

The Participants shall create an action plan to implement the objectives of this Memorandum of Understanding and shall serve as the respective contact points for communication and information exchange.

**SECTION IV
Specific Activities**

Specific activities to achieve the objectives of this MOU for the key sectors and initiatives identified in Section II may include:

- a) Exchange of relevant information, experiences and good practices, namely by the sharing of relevant documents and training;
- b) Participation in specific joint projects;
- c) Joint organization of trade or business delegations, conferences, events and internships;

**SECTION V
Points of Contact**

CAL FIRE and **@fire** will serve as the respective contact points for communication and information exchange, as well as any notice required to be submitted under this MOU.

CAL FIRE Program Contact	
Name	Bryan Giambrone
Title:	Deputy Chief, State, Federal, and International Programs
Address:	715 P Street, Sacramento, Ca 95814
Phone:	Mobile: +1 916-917-3480
Email:	Bryan.Giambrone@fire.ca.gov

@fire Program Contact	
Name:	Jan Südmersen
Title:	Chairman, Chief of Wildland Fire Operations
Address:	Brunings Kamp 8c, D-49134 Wallenhorst
Phone:	Mobile: +49 0151 29110030
Email:	J.Suedmersen@at-fire.de

CAL FIRE Billing Contact	
Name	Thomas Lutzenberger
Title:	Assistant Deputy Director, Emergency Fund Programs
Address:	710 Riverpoint Cir Sacramento, Ca 95605
Phone:	+1 916-869-9040
Email:	Thomas.Lutzenberger@fire.ca.gov

@fire Billing Contact	
Name:	Thomas Link
Title:	Chief Administrative Officer
Address:	Weilerstrasse 10 D-81541 Muenchen
Phone:	+49 170 9301358
Email:	T.Link@at-fire.de

SECTION VI Billing Procedures

For all incidents where costs are incurred pursuant to the terms of this Agreement, the Agencies will submit invoices for:

- Salaries and wages for permanent and seasonal personnel used to suppress the fires based on actual costs.
- The actual equipment operation costs expended by to suppress the fires. These costs shall be calculated by using the hourly or daily rates for each class of vehicle.
- The actual cost of logistical items, such as, but not limited to food services, transportation, and sleeping accommodations for personnel engaged in suppressing the fires.

Invoices shall include the Agreement Number and shall be submitted not more than 60 days from demobilization of incident in arrears to:

- California Department of Forestry and Fire Protection (CAL FIRE) Attention:
Cooperative Fire – State, Federal and International Programs
P.O. Box 944246
Sacramento, CA 94244-2460

Invoices shall include the Agreement Number and shall be submitted not more than 60 days from demobilization of incident in arrears to:

- @fire Attention Thomas Link
Weilerstrasse 10
D-81541 Muenchen

The Supporting Participant must be reimbursed by the Requesting Participant for all costs of Resources mobilized in accordance with this Agreement. The Supporting Participant may assume or donate, in whole or in part, the costs associated with aiding the other Participant. Indirect Costs may be billed in accordance with each Participant's established rate. Estimates may be requested and will be provided prior to billing.

Individual bills will be submitted for each Incident supported for the duration of the deployment and itemized bill to include:

- Incident Name
- Incident Number
- Appropriate Fire Code or Accounting Code
- Personnel Costs
- Travel costs (per diem, lodging, etc.)
- Equipment Costs
 - Aircraft Costs
 - Supply Costs
 - Resource Order Numbers
 - Administrative/Indirect Costs
 - Signature and Title of Agency Official
- Standard Attachments:
 - Flight Use Records
 - W-9, Request for Taxpayer Identification Number and Certification

A Requesting Participant may require source documentation prior to reimbursement to the Supporting Participant. Legible scanned copies of source documentation are acceptable to both Parties. Source documentation includes, but is not limited to:

- Crew Time Reports, SF-261
- Emergency Equipment Shift Tickets, OF-297 or Vehicle log
- Receipts (lodging, airfare, baggage fees, fuel, etc.)
- Payroll Reports
- Claim documentation
- Copy of State's Policy/Authority for Indirect Cost Rate
- E-FC 33

SECTION VII

No Legal Obligations, Rights, or Remedies

This MOU 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 MOU 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 MOU.

SECTION VIII
Availability of Personnel and Resources

This MOU 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 MOU will be assumed by the Participant that incurs them, unless otherwise expressly agreed in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this MOU 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 MOU will work under the orders and responsibility of that Participant and any other organization or institution to which the personnel already belongs, at all times maintaining any preexisting employment relationship only with that Participant and organization or institution, and not with any other Participant.

SECTION IX
Compliance with Applicable Laws

This MOU shall be construed consistent with all applicable laws, and activities undertaken in connection with this MOU shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws.

SECTION X
Interpretation and Application

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

SECTION XI
Final Provisions

This MOU is effective from the date of its signature, for a 5-year period, unless renewed or extended by the Participants in the same manner that the Participants may otherwise modify this MOU.

This MOU may be modified at any time by mutual consent of the Participants. Any modification must 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 MOU by providing a written notice to the other Participant. A Participant that intends to withdraw from this MOU will endeavor to provide notice of such withdrawal to other Participant 30 days in advance.

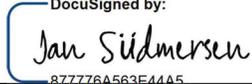
Nothing in this MOU is intended to conflict with current law or regulation or the directives of **CAL FIRE** or **@fire**. If a term of this MOU is inconsistent with such authority, then that term will be invalid, but the remaining terms and conditions of this MOU will remain in full force and effect.

This MOU in no way restricts **CAL FIRE** or **@fire** from participating in similar activities with other public or private agencies, organizations, and individuals.

To the extent not prohibited by Federal, California, or German law, this MOU and the performance measures and standards, if any, are subject to public release. The termination of this MOU will not affect when activities initiated while this MOU is in effect will conclude, unless a Participant expressly states otherwise. A Participant that intends to terminate a previously initiated activity will endeavor to reach an understanding with the other Participant concerning such termination.

Approved by:

FOR THE CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
<small>DocuSigned by:</small>  <small>CBDA1BA279214A1...</small>
Joe Tyler, Director / Fire Chief
Date: 5/1/2024

FOR THE @fire
<small>DocuSigned by:</small>  <small>877776A563E44A5...</small>
Chief Jan Südmersen Chairman, Chief of Wildland Fire Operations
Date: 5/1/2024