



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
STATE FIRE TRAINING**

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Date: October 10, 2025

To: Statewide Training and Education Advisory Committee
State Board of Fire Services

From: Chris Fowler, Chief, State Fire Training

SUBJECT/AGENDA ACTION ITEM:

Modify Recognized Fire Agencies and Authorized Signers Interim Procedures – University of California

Recommended Actions:

Motion

Background Information:

In 2023, State Fire Training (SFT) clarified who can act as an authorized signer and what specific authority is required for an agency to qualify as a recognized fire agency in California.

SFT requires authorized signers to initiate, review and approve Certification Task Books, and sign the Letter of Verification required for instructor registration, Skills Evaluator, Lead Evaluator. SFT maintains a record of Fire Chiefs and authorized designees. Fire Agencies are limited to Fire Departments and Fire Districts within California, California Agencies with fire response duties (i.e., CAL FIRE), and federal agencies (i.e., Department of Defense, U.S. Forest Service within California).

Analysis/Summary of Issue:

Based on the directive from the State Fire Marshal, State Fire Training recognizes the Memorandum of Understanding between The CAL FIRE - Office of the State Fire Marshal and The Regents of the University of California Designated Campus Fire Marshal Program as related to Authorized Signers.

The following edits are proposed to update *Section 4.1 Recognized Fire Agencies and Authorized Signers Interim Procedures*. During this update it was noted that the publicly posted documents did not include the Tribal Fire Departments, which were added to the Interim Procedures in 2024. This is corrected below.

The scope of signatory approval for the UC Director of Fire and Life Safety Services (UC DFLSS) and the Lead Designated Campus Fire Marshal (Lead DCFM) shall be limited as stated below.

4.1.1 AUTHORIZED ORGANIZATIONS

State Fire Training (SFT) requires authorized signers to initiate Certification Task Books, to review and approve the completed Certification Task Books, and to sign the Letter of Verification required for an instructor, Skills Evaluator, and Lead Evaluator registration.

Authorized signers are approved from the following authorized organizations:

1. Fire Districts formed under the Fire Protection District Law of 1987 (Health and Safety Code 13800 – 13970)
2. Fire Department's formed under the Government of Cities (Government Code 34000-45345)
3. California Agencies with fire response duties (e.g., Department of Forestry and Fire Protection, Department of Corrections and Rehabilitation)
4. Federal Agencies with fire response duties within California (e.g., U.S. Forest Service, Bureau of Indian Affairs, Bureau of Land Management)
 - a. Limited to Districts, or equivalent, within California.
5. United States Military Fire Departments stationed within California
6. Tribal Fire Departments formed under a federally recognized Tribe.
7. University of California
 - a. UC Director of Fire and Life Safety Services (UC DFLSS) and the Lead Designated Campus Fire Marshal (Lead DCFM)
 - i. Limited to:
 1. Certification task book for the Prevention Series and Fire & Emergency Services Instructor 1 & 2
 2. Registered Instructor experience letter for the Prevention Series



RECOGNIZED FIRE AGENCIES AND AUTHORIZED SIGNERS Interim Procedures

Updated: **October 2025**

Procedure Changes

- Edition** May 2020 edition of the State Fire Training Procedures Manual
- Effective Date:** **November 1, 2025**
- Section Change:** Modify Sections 4.1 and 4.2
- Justification:** Based on guidance from the Statewide Training and Education Advisory Committee, State Fire Training is clarifying the procedures for recognized fire agencies and authorized signers.
- SFT Contact** Contact SFT Staff assigned to the specific certification.
- Note:** All new text appears in underline. All deleted text appears in ~~strikeout~~.

4.1: AUTHORIZED SIGNERS

4.1.1 AUTHORIZED ORGANIZATIONS

- A. State Fire Training (SFT) requires authorized signers to initiate Certification Task Books, to review and approve the completed Certification Task Books, and to sign the Letter of Verification required for an instructor, Skills Evaluator, and Lead Evaluator registration.
- B. Authorized signers are approved from the following authorized organizations:
1. Fire Districts formed under the Fire Protection District Law of 1987 (Health and Safety Code 13800 – 13970)
 2. Fire Department's formed under the Government of Cities (Government Code 34000-45345)
 3. California Agencies with fire response duties (e.g., Department of Forestry and Fire Protection, Department of Corrections and Rehabilitation)
 4. Federal Agencies with fire response duties within California (e.g., U.S. Forest Service, Bureau of Indian Affairs, Bureau of Land Management)
 - a. Limited to Districts, or equivalent, within California.
 5. United States Military Fire Departments stationed within California
 6. **Tribal Fire Departments formed under a federally recognized Tribe.**
 7. **University of California**
 - a. **UC Director of Fire and Life Safety Services (UC DFLSS) and the Lead Designated Campus Fire Marshal (Lead DCFM)**
 - i. Limited to:
 1. **Certification task book for the Prevention Series and Fire and Emergency Services Instructor 1 & 2**
 2. **Registered Instructor experience letter for the Prevention Series**



RECOGNIZED FIRE AGENCIES AND AUTHORIZED SIGNERS Interim Procedures

- C. The Program Dean or Director of an Accredited Regional Training Program (ARTP) is the authorized signer to initiate, review and approve Instructor 1 and Instructor 2 Certification Task Books, and the Letters of Verification required for instructor, Skills Evaluator, and Lead Evaluator registration.
 - 1. The Program Dean or Director is only the authorized signer for employees or agents of the ARTP.
- D. Organizations listed in 4.1.1(B) (1-5) may initiate Certification Task Books, reviews and approves completed Certification Task Books for employees of Industrial Fire Brigade located within their jurisdiction.
 - 1. State Fire Training recognizes Industrial Fire Brigades that are at a specific site that is owned by the employer. Examples of approved fire brigades would be for oil refinery, manufacture plant, industrial site.

4.1.2 AUTHORIZED ORGANIZATION VERIFICATION

- A. SFT may request proof of authority if an agency does not appear to meet the requirements of 4.1.1(B)(1) or 4.1.1(B)(2).

4.12: LETTERS OF VERIFICATION

4.12.1: LETTERS OF VERIFICATION

- A. All letters of verification shall be written on agency letterhead and signed by the current Fire Chief or ~~his or her~~ their authorized designee.
- B. A Fire Chief or Unit Chief cannot self-certify. All supporting documentation submitted by a Fire Chief or Unit Chief (including CAL FIRE unit chiefs) must be signed off by ~~his or her~~ their supervisor or superior.
- C. All letters of verification shall have a current date.
 - 1. The verification letter must be submitted to State Fire Training within 90 days of the date on the letter.
- D. State Fire Training (SFT) does not accept electronic or stamped signatures on verification letters.
- E. SFT accepts electronic submission of original signed letters of verification.
- F. Letters may contain verification of experience.



RECOGNIZED FIRE AGENCIES AND AUTHORIZED SIGNERS Interim Procedures

4.23: UPDATING AN AUTHORIZED SIGNATORY

4.23.1: FIRE CHIEF

- A. A fire agency shall notify State Fire Training (SFT) of a change of Fire Chief through written notification.
- B. The letter must be written on department letterhead and list the separation date of the former Fire Chief and the effective date of the new Fire Chief.
- C. The letter must be signed by an individual holding an equivalent or higher rank than the Fire Chief (e.g. another Fire Chief, a City Planner, etc.). The Fire Chief shall print or type his or her their name and hand-sign the letter so that SFT can accurately read and verify the signature when certification documents are submitted via email.
- D. SFT considers a CAL FIRE Unit Chief as a Fire Chief for all purposes within the Procedures Manual.
- E. Fire Chiefs on file with SFT are only valid for five years.

4.23.2: AUTHORIZED SIGNATORIES

- A. A fire agency shall update or remove its authorized signatories through written notification to SFT.
- B. A fire agency may update its Fire Chief and add or remove signatories in the same letter.
- C. The letter must be written on department letterhead and list the names and effective dates of all current signatories who have authority to sign on behalf of the Fire Chief.
- D. In order to remove an authorized signatory, submit a letter written on department letterhead listing all of the signatories that are to be removed.
- E. The Fire Chief and all listed signatories must print or type their name and hand-sign the letter so that SFT can accurately read and verify the signatures when certification documents are submitted via email.



RECOGNIZED FIRE AGENCIES AND AUTHORIZED SIGNERS Interim Procedures

F. Authorized signers on file with SFT are only valid for five years.

Draft



MEMORANDUM OF UNDERSTANDING

between the

CAL FIRE - OFFICE OF THE STATE FIRE MARSHAL

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA DESIGNATED CAMPUS FIRE MARSHAL PROGRAM

This Memorandum of Understanding (**MOU**) is between the California Department of Forestry and Fire Protection (**CAL FIRE**) - Office of the State Fire Marshal (**OSFM**) and The Regents of the University of California (**UC**), each individually referred to as a **Party** or together as the **Parties**.

1. OBJECTIVE

The purpose of this MOU is to establish the provisions of the 2009-2010 Legislative Session Assembly Bill 2021, also known as the "Act to Amend Sections 13108, 13145, and 13146 of the Health and Safety Code, Relating to Fire Protection." This bill was chaptered on September 27, 2010. Through this MOU, the OSFM delegates responsibility for compliance with fire and life safety regulations to the Lead Designated Campus Fire Marshal (**Lead DCFM**) responsible for each property administered or occupied by the University of California, including UC Campuses, Facilities, Health Systems, and the Lawrence Berkeley National Laboratory (hereinafter, **UC Campus(es)**).

The primary purpose of this MOU is to ensure the effective implementation of fire and life safety regulations in accordance with the aforementioned legislative act. Specifically, this MOU aims to:

- a) Ensure the integrity and unbiased operation of the DCFM Program at each UC Campus, specific to the roles and responsibilities delegated within the MOU.
- b) Define the roles and responsibilities of the Lead DCFMs and their relationships with the UC Director of Fire & Life Safety Services (**UC DFLSS**), and OSFM.
- c) Allow for University-specific prioritization of local projects while meeting the requirements mandated by the state.

By establishing this MOU, the Parties intend to promote a coordinated and efficient approach to fire and life safety compliance across the UC Campuses while upholding the legislative mandate and preserving the respective responsibilities and authority granted to each through this MOU by the OSFM.

2. EFFECTIVE DATE

This MOU becomes effective when signed by both Parties.

3. AUTHORITY

This MOU is governed by the authority of Health and Safety Code (**HSC**) sections 13108, 13145 and 13146.

4. DESIGNATED CAMPUS FIRE MARSHAL (DCFM) PROGRAM

The DCFM Program at each UC Campus consists of the following:

- a) Plan review.
- b) Construction inspections (Title 24 Inspections).
- c) Fire and life safety inspections in state-regulated occupancies and compulsory annual inspections in state-mandated occupancies (Title 19 Inspections).
- d) Enforcement of the building standards and other regulations adopted by OSFM relating to fire and panic safety as set forth in HSC sections 13145 and 13146(a)(5).
- e) Coordination with OSFM for all fires, explosions, and other major or significant incidents. Fires, explosions, and other emergencies/notification procedures are as follows:
 - i. The OSFM Duty Officer shall be notified immediately when major or significant incidents occur at UC Campuses. Major or significant incidents are defined as events requiring a response beyond routine circumstances and include fires, explosions, disasters, incidents involving significant fire or panic-related injuries or deaths, and significant media events related to public safety.
 - ii. Evacuation of any occupants from the room, floor, or building, depending upon the nature and significance of the incident.
 - iii. Each UC Campus and the UC DFLSS shall maintain all incident reports. These reports shall be made available to OSFM upon request.

- iv. The OSFM Duty Officer shall be notified immediately of an incident at the 24-hour number (916) 323-7390.
- f) Post-Incident Re-Occupancy of Buildings
- i. Post-incident re-occupancy of buildings shall only occur in accordance with established OSFM procedures.
 - ii. A re-occupancy plan of action for buildings damaged by a major or significant incident shall be submitted to the appropriate OSFM Division Chief. The plan shall take into consideration the most current version of California Fire Code, Title 24 CCR Part 9, Chapter 33, and NFPA 241 based on the extent of damage. The plan shall also be coordinated with the campus's Office of Environment, Health and Safety and include if applicable:
 - 1. A physical description of the building, including construction type, height, area, and occupancy classification.
 - 2. Floor diagrams identifying affected areas, the extent of damage (e.g., fire-related particulates, water, physical/structural).
 - 3. Type of building materials affected.
 - 4. Type of fire extinguishing agent employed.
 - 5. Means of egress and path of travel for occupants (if building remains occupiable)
 - 6. Demolition/construction barriers used for isolation, remediation efforts, or separating construction areas from occupied areas.
 - 7. An identified construction entrance that separates a clear entrance for occupants.
 - 8. Location of utilities, both permanent and temporary.
 - 9. Location where construction materials and debris will be stored.
 - 10. The plan shall be consistent with UC policies and procedures.
 - 11. The status of fire alarms, fire suppression, air handling equipment, and emergency power systems.
 - 12. An estimated time for repairs and an anticipated date of re-occupancy.

5. COMMITMENT BY UC CAMPUSES

- a) Each UC Campus shall appoint one Lead DCFM responsible for oversight of all campus fire and life safety personnel specific to plan review, construction inspections, and applicable fire and panic safety inspections, and who will provide leadership for DCFM compliance with all applicable

laws, regulations, and standards adopted by the State Fire Marshal pursuant to this MOU.

- b) UC Campuses shall provide sufficient personnel for the successful implementation of this MOU to fulfill their duties in their respective roles.
- c) The following reporting structure shall be observed to promote a transparent and effective fire safety protocol and to ensure the Lead DCFM is able to operate independently and objectively without influence from departments focused on building design and construction.
 - i. The Lead DCFM is prohibited from reporting to or being positioned under departments principally engaged in building design, construction, or facilities management, including Campus Building Officials or Campus Building Architects.
 - ii. Notwithstanding 5(c)(i), the Lead DCFM is permitted to report to a department that is separate from the departments and roles mentioned above but reports to the same executive manager (i.e., Vice Chancellor, Associate Vice Chancellor, Chief Operating Officer).
- d) Notwithstanding Section 11 of this MOU, for minimum qualifications, each UC Campus shall provide continuing education to all fire and life safety personnel responsible for plan review and inspections. The provided continuing education shall cover topics relevant to fire and panic safety, including but not limited to fire prevention, building and fire codes, and life safety standards.
 - i. The continuing education and training may be provided through various sources, including:
 - 1. In-house training programs developed by the respective UC Campuses or OSFM.
 - 2. Offerings from the University of California, Office of the President.
 - 3. Courses and materials from the International Code Council.
 - 4. Training sessions and resources provided by the NFPA.
 - 5. Courses and certifications offered by OSFM State Fire Training.
 - 6. Other professional organizations specializing in fire and panic safety education and training.
- e) Each UC Campus shall implement this MOU consistent with all applicable laws, regulations, and standards concerning fire and life safety and the relevant sections of the OSFM Fire and Life Safety Division (FLS) operations manual.

- f) Each UC Campus shall utilize the OSFM-identified electronic notification and reporting system for statutorily mandated inspections per HSC sections 13146.1, 13146.2, 13146.3, and 13217. Each UC Campus shall ensure that the inspections have been initiated, and results of the inspection have been submitted to the OSFM via the OSFM identified electronic notification and reporting system.
- g) MOU acknowledgment letters shall be signed annually by the UC Campus's chain of command, commencing with the Lead DCFM, and concluding with the Vice Chancellor or Chief Operating Officer (or equivalent) within the Lead DCFM's chain of command. The signed acknowledgment letters shall be submitted to the UC DFLSS to be uploaded at the beginning of the fiscal year to the electronic platform identified by OSFM.

6. LEAD DESIGNATED CAMPUS FIRE MARSHALS

- a) Lead DCFMs shall be responsible for oversight of the UC Campus's fire and life safety personnel that are responsible for plan review, construction inspections, applicable fire and panic safety inspections, and special events in compliance with all applicable laws, regulations, and standards adopted by the State Fire Marshal pursuant to this MOU.
- b) Lead DCFMs shall coordinate with the OSFM Fire and Life Safety Division Chief (**OSFM FLS DC**) regarding various administrative matters, training, quality control, program evaluation, and technical guidance.
 - i. When referring to OSFM FLS DC, communication shall be sent to FLS-DC@fire.ca.gov.
 - ii. Lead DCFMs shall report the statutorily mandated inspections as per 5(f).
- c) Lead DCFMs shall continuously review the DCFM Program to ensure compliance with this MOU.
- d) Notwithstanding 8(b), Lead DCFMs may provide service to an additional UC Campus at the request of the UC Campus and upon notification to the UC DFLSS.
- e) Requests for approval to use alternative materials, assemblies, equipment, construction methods, or means of protection (**AMMR**) must be submitted in writing to the Lead DCFM for review.

- i. Upon the Lead DCFM's review and concurrence with the AMMR, the Lead DCFM shall submit the request concurrently to the UC DFLSS and OSFM FLS DC for review.
 - ii. Acknowledgment of the request by OSFM FLS DC will be made within 5 working days.
 - iii. The OSFM FLS DC shall have final direction and/or approval of the AMMR request.
 - iv. Disputes regarding code application or violations shall follow a formal appeal process pursuant to California Code of Regulations (CCR) Title 19.
- f) The Lead DCFM shall have signature authority to initiate and complete final sign-off of OSFM State Fire Training California Fire Service Training and Education System (CFSTES) Task Books for the DCFM's.
- g) Lead DCFMs shall have signature authority for evaluator verification in OSFM task books.

7. DESIGNATED CAMPUS FIRE MARSHALS

- a) DCFMs may provide service to an additional UC Campus at the request of the UC Campus and upon notification to the UC DFLSS.
- b) In accordance with HSC sections 13108(c) and 13146(a)(5), DCFMs are authorized to enforce the building standards and other regulations of the State Fire Marshal on the UC Campuses.
- c) DCFM duties include conducting plan review, annual inspections, construction inspections, and special event inspections in compliance with all applicable laws, regulations, and standards adopted by the State Fire Marshal pursuant to this MOU.

8. UC DIRECTOR OF FIRE AND LIFE SAFETY SERVICES (UC DFLSS)

- a) The UC DFLSS will serve as the liaison between the OSFM and the UC Office of the President regarding the implementation of the MOU by coordinating with the OSFM FLS DCs.
- b) In the event any UC Campus does not have a Lead DCFM, the UC DFLSS is authorized to work temporarily at any UC Campus as a Lead DCFM at the request of that UC Campus and notification to and approval from the

OSFM. The UC DFLSS shall meet the minimum requirements as a Lead DCFM in accordance with Item 11.

- c) Upon receiving notification of a departing Lead DCFM or DCFM, the UC DFLSS will be responsible for updating the DCFM electronic roster identified by OSFM.
- d) The UC DFLSS shall have signature authority as Fire Chief for OSFM State Fire Training CFSTES Task Books for the Lead DCFM.

9. COMMITMENT BY OFFICE OF THE STATE FIRE MARSHAL

- a) OSFM agrees to review and designate qualified UC staff recommended by each UC Campus as Lead DCFMs and/or DCFMs with a goal of 30 calendar days of complete submission into the DCFM electronic roster identified by OSFM.
- b) OSFM will provide copies of the most current edition of the OSFM policies and procedures to the DFLSS for distribution to each Lead DCFM for guidance purposes.
- c) OSFM will provide training in the use of required electronic platforms as needed.
- d) OSFM has the final authority to interpret state codes and regulations.

10. STATE MANDATED INSPECTIONS

- a) UC Campuses will work with OSFM to ensure annual State Mandated inspections are conducted in compliance with relevant laws and regulations as per HSC 13108(c) and 13146(a)(5).

11. MINIMUM EXPERIENCE, EDUCATIONAL QUALIFICATIONS, AND CRITERIA FOR DCFM AND LEAD DCFM:

DCFM

The DCFM shall have training and experience commensurate with the requirements of a Deputy State Fire Marshal III Specialist with experience performing plan reviews, construction inspections, and Fire and Life Safety inspections in state-regulated occupancies. DCFMs shall possess knowledge of fire prevention principles, fire prevention inspections, state laws, rules and regulations related to OSFM, fire protection standards, construction, and operation of fire protection appliances used in buildings.

Experience and education requirements shall be met as follows:

- a) Two years of experience performing the duties equivalent of a Deputy State Fire Marshal, Range B in the California state service; or
- b) Five years of experience in any one or a combination of the following:
 - i. In fire prevention work in a California public fire prevention bureau, unit, or agency; or
 - ii. In fire prevention or industrial safety engineering in private industry; or
 - iii. In building inspection work in a California public bureau, unit, or agency and,
- c) Completion of 15 units of college credit in Fire Technology/Fire Science or equivalent. College training may be substituted for the experience detailed above in 11b based on two years of college being equivalent to one year of experience and,
- d) High school graduate or equivalent.
- e) Additional qualifying experience may be substituted for the required education on a year-for-year basis.
- f) OSFM shall have the sole authority to determine if other experience identified by UC is equivalent.
- g) DCFMs shall also successfully complete the OSFM State Fire Training "Fire Inspector 1", "Fire Inspector 2", "Plans Examiner" track courses.
- h) DCFMs shall also complete the "OSFM Statutes and Regulations" course within one year of appointment.
- i) Nothing in this MOU precludes UC from establishing more stringent hiring requirements.

LEAD DCFM

Lead DCFMs shall meet the minimum requirements, and possess the knowledge and training required of a DCFM. Lead DCFMs must meet the additional experience and education requirements that follow:

- a) Five years of experience as a DCFM at any UC Campus or fire prevention work in a public fire prevention bureau, unit or agency; or on fire prevention or industrial safety engineering in private industry; or in building compliance/inspection work in a public bureau, unit or agency with three of those years in a leadership role or supervisory capacity.

- b) Additional qualifying experience may be substituted for the required education on a year-for-year basis.
- c) OSFM shall have the sole authority to determine if other experience identified by UC is equivalent.
- d) Nothing in this MOU precludes UC from establishing more stringent hiring requirements.

UC DFLSS

- a) Shall meet the minimum requirements of a Lead DCFM.
- b) Equivalent to graduation from college with major work in public administration, fire service administration, fire protection and technology, fire protection engineering, architecture, law enforcement, or criminal justice administration.
- c) Additional qualifying experience such as professional engineering, fire protection, fire and life safety regulatory development, and/or legislative bill analysis and advocacy, fire protection engineering, fire service training/development, hazardous liquid pipeline safety, law enforcement, criminal justice administration, or fire protection information systems development work will also be considered.

12. DCFM AND LEAD DCFM APPROVAL

The UC DFLSS will upload DCFM and Lead DCFM candidate qualification, trainings records, and relevant experience to the OSFM DCFM portal for OSFM review and evaluation.

OSFM will review the submitted documentation and notify UC DFLSS of the candidate's designation or explanation for rejection with a goal of 30 calendar days upon a completed application.

13. PERFORMANCE OF DUTIES

Issues related to the performance of duties by the DCFMs and Lead DCFMs shall be managed by UC in pursuant with Section 5(c) of this MOU and accordance with established UC policies or collective bargaining agreements.

14. DURATION OF AGREEMENT

This MOU may be terminated by a Party upon 60 calendar-day written notice to the other Party. Otherwise, this MOU automatically terminates two (2) years from the Effective Date.

If this MOU terminates while an activity or task conducted pursuant to the MOU is ongoing or pending completion, that activity or task will continue to completion unless either Party expressly states otherwise. A Party that intends to cancel such an ongoing activity or task will provide notice of its intent and endeavor to reach an understanding with the other Party regarding ultimate completion of that activity or task.

15. 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 commitments in this MOU are not conditioned upon reciprocal actions by other Parties; each Party retains full discretion over implementation of its commitments in light of the Party's individual circumstances, laws, and policies; and each Party is free to terminate the Memorandum.

16. AVAILABILITY OF PERSONNEL AND RESOURCES

This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by either Party. All costs that may arise from activities covered by, mentioned in, or pursuant to this MOU will be assumed by the Party that incurs them, unless otherwise expressly stated 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 Party.

The personnel designated by a Party for the execution of this MOU will work under the orders and responsibility of that Party and any other organization or institution to which the personnel already belongs, at all times maintaining any preexisting employment relationship only with that Party and organization or institution, and not with any other Party.

17. COMPLIANCE WITH APPLICABLE LAWS

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

18. 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 Parties, which will endeavor in good faith to resolve such differences.

19. INDEMNIFICATION

UC will defend and indemnify CAL FIRE as follows:

- a) Defense. UC will defend CAL FIRE against any claim, demand, government investigation, or legal proceeding made or brought by a third party against CAL FIRE to the extent it arises out of or relates to any breach, gross negligence, or willful misconduct of or by UC or a UC Campus or UC employee in relation to the performance of this MOU.
- b) Indemnification. UC will indemnify CAL FIRE against all amounts awarded to the third party making a claim, demand, government investigation, or legal proceeding against CAL FIRE, and all penalties, fines, and third-party costs (including legal fees) paid by CAL FIRE arising out of or relating to any claim, demand, government investigation, or legal proceeding made or brought by a third party to the extent it arises out of or relates to any breach, gross negligence, or willful misconduct of or by UC or a UC Campus or UC employee in relation to the performance of this MOU.

20. FINAL PROVISIONS

- a) Annual Program Review: OSFM and UC agree to meet annually with the Lead DCFMs to discuss the MOU.
- b) Assignment: This MOU cannot be assigned without written consent.
- c) Amendment: This MOU may be modified at any time by mutual consent of the Parties. Any modification will be made in writing and specify the date on which such modification is to become effective.
- d) Choice of Law: This MOU is governed by the laws of California.
- e) Damages: Neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential damages for any activities covered by this MOU. This limitation of liability will not apply to a Party's defense and indemnification obligations for third party claims.
- f) Captions and Headings: Headings are for convenience and do not affect the terms of this MOU.
- g) No Third-Party Beneficiaries: This MOU does not confer rights or obligations on third parties.
- h) Entirety: This MOU is the entire agreement between the Parties.

- i) Severability: If any provision of this MOU is unlawful, the remaining provisions remain in force.
- j) Counterparts: This MOU may be executed in multiple counterparts.

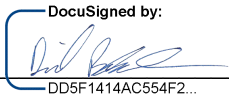
APPROVED FOR EXECUTION:

The Regents of the University of California

By:  Date: 5/28/2025
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David Phillips, Associate Vice President of Capital Programs, Energy & Sustainability

CAL FIRE Office of the State Fire Marshal

By:  Date: 5/28/2025
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Daniel Berlant, State Fire Marshal