



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES



Aga Khan Agency for Habitat



FOCUS
HUMANITARIAN
ASSISTANCE
USA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AGA KHAN DEVELOPMENT NETWORK, AGA KHAN AGENCY FOR HABITAT AND
FOCUS HUMANITARIAN ASSISTANCE USA
AND
THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES**

The Aga Khan Agency for Habitat ("AKAH"), an agency of the Aga Khan Development Network (AKDN); Focus Humanitarian Assistance USA ("FOCUS USA"), an agency of the Ismaili Imamate; and the Governor's Office of Emergency Services of the State of California of the United States of America ("Cal OES"), hereinafter collectively referred to as "the Participants" hereby enter into this Memorandum of Understanding for purposes of collaborating on training and best practices for emergency management;

WHEREAS the State of California, AKDN, and the Ismaili Imamate have established a continuous cooperation and assistance relationship and previously signed an Agreement of Cooperation, ensuring future collaboration and training in fields of mutual interest, so as to further their common goal of equitable human advancement and social justice, based on the principles of mutual benefit and reciprocity;

WHEREAS Cal OES is widely recognized to have pioneered best practices in emergency management and disaster mitigation, preparedness, response, and recovery and is responsible for assuring the State's readiness to recover from all hazards – natural, man-made, war-caused emergencies and disasters;

WHEREAS AKAH was formed in 2016 of predecessor entities to undertake activities related to improving habitats and resources, to address the increasing threat posed by natural disasters and climate change, to ensure that the low income residents live in physical settings that are as safe as possible from the effects of natural disasters, to ensure that residents who do live in high-risk areas are able to cope with disasters in terms of preparedness and response; and to ensure these residents have access to social and financial services that can lead to greater opportunity and a better quality of life;

WHEREAS AKAH has significant experience in emergency planning, preparedness, response and community-based disaster management in diverse habitats, all areas that are of interest to the State of California;

WHEREAS the mission of FOCUS USA is to provide emergency management assistance and humanitarian relief, to reduce suffering and create resilience in communities prone to man-made or natural disasters, including by providing humanitarian emergency assistance and taking appropriate anticipatory and mitigating measures with respect to such events;

WHEREAS FOCUS USA has experience in community-based emergency management in various regions of the United States, including in California, and a network of community-based volunteers whose services can support emergency response in the State of California;

WHEREAS the respective expertise of Cal OES AKAH and FOCUS USA in emergency management and risk mitigation can confer significant mutual benefits through cooperation in order to address the risk profile of operations in the communities in which they are active;

WHEREAS, in the continued spirit of friendship and cooperation, the Participants intend to work together to effectively reduce the risk of, and respond to, threats to public health, safety, and welfare of the communities identified; and

WHEREAS the Participants have agreed to collaborate for their mutual benefit.

Therefore, the Participants have reached the following understanding:

SECTION I Objective

The purpose of this Memorandum of Understanding is to establish a flexible framework between the Participants in order for them to collaborate in the advancement of emergency management, risk mitigation and preparedness programs, such as humanitarian relief and early recovery practices, in localities where the Participants operate, in the State of California. In doing so, the Participants share the following common objectives:

- a) To effectively reduce the risk of, and respond to, threats to the public health, safety, and welfare of the identified communities; and
- b) To exchange best practices, technologies, and research so as to build linkages that will further increase capacity, enhance protection, and reduce loss of life as a result of disasters.

SECTION II

Areas of Cooperation

The Participants will collaborate in the advancement of emergency management, risk mitigation and preparedness programs through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- a) Sharing Cal OES's best practices, expertise, and technical skill in first response to improve the internal first response capacity of FOCUS USA, AKAH, and its civil society partners in the identified areas.
- b) Collaborating to design and build a training program in emergency management by sharing training material, knowledge, technical expertise, staff resources, and training opportunities.
- c) Developing a tailored Cal OES accreditation process for emergency response.
- d) Sharing expertise and technical assistance regarding design, procurement, operations, and maintenance of emergency management systems, including, but not limited to, regional emergency operations centers, mobile hospital design, communication and early warning systems, public awareness campaigns, infrastructure safety engineering, etc.
- e) Sharing learnings, best practices, technologies, and joint venture and training opportunities to enhance and promote safety and emergency preparedness in California and localities where the Participants operate.
- f) Sharing AKAH's and FOCUS USA's learnings and best practices in community-based emergency planning and management with Cal OES.
- g) Supporting Cal OES's initiatives in emergency planning and management with trained community-based volunteers in first response, health care, and other areas.
- h) Reducing the loss of life and suffering due to emergencies.

- i) Exploring and developing future collaboration opportunities in areas such as joint ventures, projects, linguistics support, cultural awareness, and messaging.

SECTION III Coordination

The Participants respectively designate AKAH, FOCUS USA and Cal OES to establish the creation of an action plan to implement the objectives of this Memorandum of Understanding.

SECTION IV Specific Activities

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

- a) Sharing Cal OES's training material and curricula, based on which AKAH and FOCUS USA can develop training tailored to their requirements;
- b) Sharing Cal OES's Emergency Planning manual and other support guides and templates, and development of similar materials for AKAH to use in its local contexts;
- c) Developing online material and applications to provide resources to AKAH on emergency management;
- d) Collaboration on mass casualty management and other management plans for AKAH to follow in response to local needs;
- e) Sharing Cal OES's Emergency Preparedness Campaign materials to educate AKAH and enable it to develop its own;
- f) Training by Cal OES of AKAH and FOCUS USA volunteers and staff in community-based emergency planning and risk mitigation and preparedness

- g) Sharing FOCUS USA's and AKAH's community-based emergency planning and risk management materials with Cal OES.
- h) Supporting Cal OES's emergency response activities in California with FOCUS USA's trained community-based volunteers in first response, health care, and other areas.

SECTION V Points of Contact

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

- AKAH: Shodmon Hojibekov, Head of Disaster Risk Management and Monitoring & Evaluation (shodmon.hojibekov@akdn.org)
- FOCUS USA: Shenila Momin, Chairman (shenilaamomin@gmail.com)
Sophia Assani, Senior Program Officer (sophia.assani@focusha.org)
- Cal OES: Helen Lopez, Assistant Director of International Affairs and Tribal Coordination (helen.lopez@caloes.ca.gov)

SECTION VI No Legal Obligations, Rights, or Remedies

This Memorandum of Understanding is a voluntary initiative. It does not create any legally binding or enforceable rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any form whatsoever. This Memorandum of Understanding is also not intended to create any legally binding relationship, partnership, joint venture, merger, or acquisition by or between the Participants. 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 this Memorandum of Understanding with written notice to the other Participants pursuant to Section X.

SECTION VII
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 any 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, 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 VIII
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 IX
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 X Final Provisions

This Memorandum of Understanding is effective from the date of its signature and full execution for an initial term of five (5) years, and thereafter shall be renewed automatically for succeeding terms of five (5) years each, unless any Participant gives written notice to the other Participants of its intention to not renew this Memorandum of Understanding at least sixty (60) days in advance. During any renewal term of the Memorandum of Understanding, all of the same conditions and provisions as set forth herein shall remain in effect, unless amended by mutual written consent of the Participants.

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 Participants sixty (60) days in advance, which may be provided by electronic communication to the Points of Contact in Section V.

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.

This Memorandum may be executed in two or more counterparts, each of which will be an original and all of which shall constitute a part of the Memorandum. Executed counterparts may be delivered electronically, and the electronically delivered signatures of the Participants shall be deemed to constitute duplicate originals.

The Participants hereby agree in good faith to implement this Memorandum of Understanding to the fullest extent practicable and feasible as determined by each Participant in its sole discretion.

FOR THE AGA KHAN AGENCY FOR
HABITAT OF THE AGA KHAN
DEVELOPMENT NETWORK



Onno Rühl
General Manager

Date: 12/30/2022

FOR THE CALIFORNIA GOVERNOR'S
OFFICE OF EMERGENCY SERVICES
OF THE STATE OF CALIFORNIA OF THE
UNITED STATES OF AMERICA



Mark S. Ghilarducci
Director

Date: 12-30-22

FOR FOCUS HUMANITARIAN
ASSISTANCE USA



Shenila Momin
Chairman

Date: 12/30/22