

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN**

LASSEN COUNTY OFFICE OF EMERGENCY SERVICES
AND
CAL FIRE LASSEN-MODOC UNIT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this ___ day of _____, 2025, by and between the Lassen County Office of Emergency Services (Lassen OES) and the CAL FIRE Lassen-Modoc Unit (CAL FIRE).

WHEREAS, Lassen OES is committed to supporting emergency response and fuels reduction activities within Lassen County, and
WHEREAS, CAL FIRE is responsible for the management of wildland fire response, prevention, and fuels reduction programs in the Lassen-Modoc Unit, and
WHEREAS, the parties wish to collaborate to further fuels reduction and wildfire mitigation efforts within the Lassen-Modoc Unit, utilizing available resources for the common benefit of fire safety and emergency preparedness.

NOW, THEREFORE, the parties mutually agree as follows:

1. PURPOSE

The purpose of this MOU is to allow CAL FIRE to use the excavator, its attachments, and trailer owned by Lassen OES for fuels reduction projects within the Lassen-Modoc Unit. This agreement outlines the responsibilities of both parties regarding equipment usage, maintenance, repairs, and other operational aspects associated with the use of said equipment.

2. EQUIPMENT DESCRIPTION

The equipment to be shared under this MOU includes the following:

- One CAT 317 Excavator
- One CAT HM3013 Mulcher
- One CAT standard bucket
- One CAT G314 Grapple
- One Landoll 345F-31 Trailer

3. USE OF EQUIPMENT

CAL FIRE is authorized to use the equipment listed above solely for the purpose of performing fuels reduction projects within the Lassen-Modoc Unit. Other uses not listed in this MOU will be approved or denied by the Lassen County Emergency Service Chief on a case-by-case basis:

- Wildfire risk reduction
- Hazardous fuels mitigation
- Emergency fire response preparedness activities
- All risk emergency responses

CAL FIRE agrees to operate the equipment in a safe and efficient manner, adhering to all applicable safety standards and legal requirements.

4. RESPONSIBILITIES

A. Lassen OES Responsibilities:

1. Lassen OES will ensure the equipment is in good working condition at the time of transfer and use.
2. Lassen OES will be responsible for the equipment's routine maintenance and repairs except as described in section 4.C of this MOU.

B. CAL FIRE Responsibilities:

1. CAL FIRE will be responsible for providing qualified operators to safely operate the equipment during its use for fuels reduction projects.
2. CAL FIRE will use the equipment exclusively for authorized purposes and in accordance with any operational instructions provided by Lassen OES.
3. CAL FIRE will notify Lassen OES promptly if the equipment requires emergency repairs or if damage occurs while in use.
4. CAL FIRE will ensure proper documentation of equipment usage, including hours of operation and maintenance logs, as requested by Lassen OES.

C. Routine Maintenance and Repairs:

1. **Routine Maintenance:** CAL FIRE will be responsible for performing routine maintenance, including regular checks, oil changes, and other basic upkeep required to maintain the equipment in proper working order while the equipment is in use and possession of CAL FIRE.
2. **Repairs:**
 - o Lassen OES will remain responsible for any major repairs that exceed routine maintenance needs, unless the damage is caused by negligence or misuse on the part of CAL FIRE.
 - o In the event of a failure or significant repair requirement, CAL FIRE will notify Lassen OES, and both parties will work together to determine the appropriate course of action, including possible costs.
 - o If CAL FIRE incurs any damage to the equipment through negligence, CAL FIRE will assume responsibility for all repair costs associated with restoring the equipment to a fully operational state.

5. INSURANCE AND LIABILITY

Each party shall maintain adequate insurance coverage for their respective operations and equipment. CAL FIRE agrees to hold Lassen OES harmless from any liability that may arise from CAL FIRE's use of the equipment. Likewise, Lassen OES will not be liable for any injury or damage to CAL FIRE's personnel or operations resulting from the use of the equipment, except in cases of negligence or failure to provide equipment in good working condition.

6. TERM AND TERMINATION

This MOU shall be effective upon signing and remain in effect until terminated by either party with at least thirty (30) days written notice. Either party may terminate this MOU for convenience, or if either party determines that the objectives of the MOU are no longer feasible.

7. DISPUTE RESOLUTION

Any disputes arising under this MOU shall be resolved by negotiation between the parties. If the parties are unable to resolve the dispute through negotiation, they agree to submit the matter to mediation before seeking other legal remedies.

8. MISCELLANEOUS

- 1. **Amendment:** This MOU may be amended only by written agreement of both parties.
- 2. **No Financial Obligation:** This MOU does not commit either party to any financial expenditure unless agreed to in writing in a separate agreement.
- 3. **Entire Agreement:** This MOU represents the entire understanding between the parties concerning the subject matter hereof.

9. SIGNATURES

Lassen County Office of Emergency Services

By: _____
 Name: _____
 Title: _____
 Date: _____

CAL FIRE Lassen-Modoc Unit

By: _____
 Name: _____
 Title: _____
 Date: _____