

## MEMORANDUM OF UNDERSTANDING (MOU)

### MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MENDOCINO AND MENDOCINO COUNTY FIRE CHIEFS ASSOCIATION FOR RADIO COMMUNICATIONS EQUIPMENT

#### I. PARTIES

- A. The Parties to this MOU (hereinafter collectively referred to as "PARTIES") are the County of Mendocino (hereinafter "COUNTY") and the Mendocino County Fire Chiefs Association (hereinafter "MCFCA")

#### II. PURPOSE

- A. This MOU establishes the terms and conditions for the loan of COUNTY-owned radio communications equipment to MCFCA, facilitating enhanced interagency communication.

#### III. TERM AND TERMINATION

- A. This MOU is entered this 9th day of September, 2025, by and between the COUNTY and MCFCA, and shall continue until terminated. Either Party may terminate its participation in this MOU by providing a 30-day written notice to the other Party. Upon termination of this MOU, all equipment shall be returned to COUNTY.

#### IV. EQUIPMENT

- A. COUNTY agrees to loan the following equipment to MCFCA:
1. Handheld Radio Cache, Bendix King CalFire approved BKR 5000 Handheld Radios and accessories (batteries, antennas, microphones, etc.).

#### V. SCOPE

- A. **Authorized Use:** The equipment will be used solely by MCFCA and its associated agencies. Any other use is prohibited without prior written consent from COUNTY.
- B. **Operating Personnel:** Only personnel trained and authorized by MCFCA will operate the equipment.
- C. **Maintenance:** MCFCA will be responsible for routine maintenance during the loan period. As this is grant-funded equipment, lost, stolen, or malfunctioning equipment will not be replaced by the COUNTY. Reasonable wear and tear is excepted.
- D. **Inspection:** COUNTY reserves the right to inspect the equipment at any reasonable time.

## **E. Responsibilities**

### **1. COUNTY:**

- i. Provide the equipment in working order.
- ii. Provide contact information for technical support.

### **2. MCFCA:**

- i. Use the equipment safely and responsibly.
- ii. Ensure proper maintenance and care of the equipment.
- iii. Program the radios and secure the proper frequencies.
- iv. Report any lost, stolen, damaged, or malfunctioning equipment within 7 days to COUNTY.
- v. Return damaged or malfunctioning equipment to the COUNTY within 14 days.
- vi. Receive initial tracking information and provide annual tracking updates via email ([oes@mendocinocounty.gov](mailto:oes@mendocinocounty.gov)) for all equipment provided under this MOU. The report shall include operational status, maintenance records, and equipment pictures.

## **VI. INDEMNIFICATION**

- A. MCFCA shall defend, indemnify, and hold COUNTY and its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and litigation expenses), or claims for injury or damages arising out of the MCFCA's performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, litigation expenses or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the MCFCA's officers, agents, or employees.
- B. COUNTY shall defend, indemnify, and hold MCFCA, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and litigation expenses), or claims for injury or damages arising out of COUNTY's performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, litigation expenses or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY and its officers, agents, or employees.

## VII. COMMUNICATION

A. The designated points of contact for this MOU are:

1. COUNTY:

County of Mendocino – Office of Emergency Services  
Garrett James, Emergency Services Specialist  
Phone: 707-234-6398  
Email: [oes@mendocinocounty.gov](mailto:oes@mendocinocounty.gov)

2. MCFCA:

Mendocino County Fire Chiefs Association  
Douglas Hutchison, President  
Phone: 707-462-7921  
Email: [dhutchison@cityofukiah.com](mailto:dhutchison@cityofukiah.com)

## VIII. ENTIRE AGREEMENT AND MODIFICATION

A. This MOU constitutes the entire understanding of the PARTIES as it pertains to the deployment of the Handheld Radio Cache. No changes, amendments, modifications, or alternations shall be effective unless in writing and signed by the PARTIES. Any such amendment shall be attached hereto and become a part of this MOU.


## IX. AUTHORIZED SIGNATORIES

A. The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

### COUNTY OF MENDOCINO

Name: **Xuyen Mallela**

Title: **Executive Division Manager**

Signature: 

Date: **08/14/2025**

### MENDOCINO COUNTY FIRE CHIEFS ASSOCIATION

Name: Doug Hutchison

Title: President

Signature:   
Signed by:  
10BF4D62627F46B...

Date: 8/21/2025

**IN WITNESS WHEREOF**


**DEPARTMENT FISCAL REVIEW:**

By:   
DEPARTMENT HEAD

Date: 08/14/2025

Budgeted: No  
Budget Unit: N/A  
Line Item: N/A  
Org/Object Code: N/A  
Grant: No  
Grant No.: 'N/A'


**COUNTY OF MENDOCINO**

By:   
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 09/09/2025


**ATTEST:**

DARCIE ANTLE, Clerk of said Board

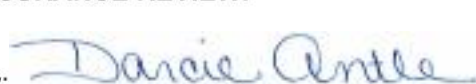
By:   
Deputy 09/09/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board


By:   
Deputy 09/09/2025

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 08/14/2025

**CONTRACTOR/COMPANY NAME**

Signed by:  
By:   
SIGNATURE

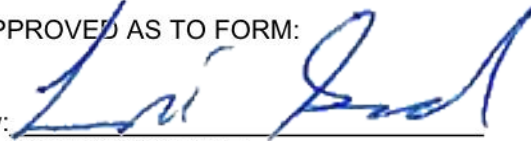
Date: 8/21/2025

**NAME AND ADDRESS OF CONTRACTOR:**

Mendocino County Fire Chiefs Association  
P.O. Box 901  
Mendocino, CA 95460


By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:  
By:   
COUNTY COUNSEL

Date: 08/14/2025

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO or Designee

Date: 08/14/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☐ 'N/A'  
Mendocino County Business License: Valid ☐  
Exempt Pursuant to MCC Section: N/A