

MEMORANDUM OF UNDERSTANDING

Cooperative Fire Response, Emergency Support, and Community Resilience

Between

MORONGO VALLEY COMMUNITY SERVICES DISTRICT

And

HDEAA NONPROFIT CORP., doing business as DESERT REGION FIRE SAFE

Effective Date: Upon execution by both parties

1. PARTIES AND PURPOSE

This Memorandum of Understanding ("MOU") is entered into by and between the Morongo Valley Community Services District, a California public agency ("District"), and HDEAA Nonprofit Corp., a California nonprofit public benefit corporation operating its Desert Region Fire Safe program ("DRFS").

The purpose of this MOU is to establish a cooperative relationship through which DRFS may provide supplemental fire-response, emergency medical, incident-support, wildfire-prevention, and community-resilience resources in support of the Morongo Valley Fire Department ("MVFD").

The parties recognize the value of locally available supplemental resources that can strengthen emergency preparedness and response without requiring the District to acquire or routinely fund an additional apparatus or personnel.

This MOU establishes the responsibilities, operational limitations, and conditions governing that cooperation.

2. COOPERATIVE RELATIONSHIP

DRFS shall remain an independently operated program of HDEAA Nonprofit Corp. Nothing in this MOU shall establish a joint venture, partnership in the legal sense, employment relationship, or agency relationship between the parties.

DRFS shall retain ownership, management, and responsibility for its apparatus, equipment, supplies, personnel, and program administration.

MVFD shall retain jurisdictional authority over emergency incidents and command of operations conducted under its authority.

Participation under this MOU is supplemental and shall not obligate either party to provide personnel, equipment, or services for any particular incident.

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3. APPARATUS AND INTENDED CAPABILITIES

DRFS intends to equip and operate a Ford F-350 utility apparatus as a wildland brush and emergency-support unit.

Subject to equipment capabilities, personnel qualifications, applicable law, and operational conditions, anticipated activities may include:

- Wildland and limited exterior fire suppression, including initial fire control within unit capabilities;
- Fire patrol, mop-up, firewatch, and fireground logistics;
- Basic life-support and emergency medical assistance;
- Traffic collision support, including scene safety, EMS assistance, and incident logistics;
- Firefighter and emergency-responder rehabilitation;
- Search and rescue support within personnel and equipment capabilities;
- Evacuation support, public notification, and assistance to affected residents under the responsible agency's direction;
- Roadway scene protection and traffic control when appropriately authorized;
- Storm, flood, disaster, communications, supply, and resource-coordination support; and
- Wildfire prevention, defensible-space assessments, Firewise activities, preparedness education, and community events.

The apparatus is not intended for interior structural firefighting, technical rescue, or patient transport.

No provision of this MOU shall be construed as authorizing personnel or equipment to perform functions beyond their lawful authority, training, qualifications, or demonstrated capabilities.

4. APPARATUS PREPARATION, OPERATIONAL READINESS, AND EMERGENCY VEHICLE AUTHORIZATION

Following execution of this MOU, DRFS shall be responsible for outfitting its Ford F-350 apparatus with equipment, supplies, safety systems, and identification appropriate to its intended fire-response, emergency medical, and incident-support functions.

All costs associated with outfitting, equipping, maintaining, insuring, and placing the apparatus into service shall be borne by DRFS.

Before placing the apparatus into emergency-response service, DRFS shall verify that the vehicle, equipment, and assigned personnel meet applicable operational, safety, training, insurance, and qualification requirements.

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California Highway Patrol Emergency Vehicle Authorization

The District acknowledges and supports DRFS's intention to apply to the California Highway Patrol (CHP) for an Authorized Emergency Vehicle (AEV) permit or other applicable emergency vehicle authorization for its nonprofit-owned Ford F-350 apparatus, consistent with its intended role in supplemental fire response, emergency medical assistance, rescue support, and emergency incident operations.

The District expressly authorizes DRFS to reference this MOU and its cooperative relationship with MVFD in connection with such applications, including any supporting documentation required by CHP.

The District and MVFD shall reasonably cooperate with DRFS in confirming the cooperative relationship, intended emergency-response functions, and operational arrangements, including providing letters of support or other documentation reasonably requested by CHP, subject to applicable legal and administrative requirements.

DRFS shall be responsible for preparing and submitting applications, obtaining required inspections and approvals, ensuring compliance with applicable California Vehicle Code provisions and regulations, and paying associated expenses.

Nothing in this MOU guarantees issuance of an AEV permit or independently authorizes the use of restricted emergency warning equipment, emergency driving privileges, or exemptions from applicable traffic laws. Such activities shall occur only when legally authorized.

Operational Readiness and Notification

Upon completion of apparatus outfitting, required training, insurance verification, and applicable authorizations, DRFS shall provide written notification to MVFD identifying the apparatus's operational readiness and the assignments for which it is available.

No separate District approval of the apparatus's readiness shall be required under this section. However, such notification shall not replace any license, permit, inspection, authorization, or other approval required by applicable law.

DRFS shall retain responsibility for ongoing apparatus maintenance, equipment readiness, personnel qualifications, insurance compliance, and operational expenses.

5. OPERATIONAL COORDINATION AND INCIDENT COMMAND

DRFS may provide emergency-response assistance when requested or authorized by MVFD or another jurisdictional authority with appropriate authorization.

When assigned to an incident under MVFD jurisdiction, DRFS personnel shall operate within the established incident command structure and follow lawful operational direction appropriate to their qualifications and assigned functions.

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DRFS personnel encountering an emergency during otherwise authorized activities may notify emergency dispatch and provide lawful initial assistance consistent with their training, available equipment, and prevailing safety conditions. Such assistance shall not constitute independent dispatch authority or authorization to undertake operations beyond their qualifications.

DRFS shall not independently represent itself as MVFD, assume MVFD's jurisdictional authority, or exercise emergency vehicle privileges without the required legal authorization.

Either party may decline or discontinue an assignment when personnel, equipment, or conditions are unsuitable for safe operations.

Operational coordination between DRFS and MVFD may be conducted by cellular telephone or other mutually available communications methods. If MVFD requires DRFS personnel to use MVFD-specific radio communications for an assignment, MVFD may provide compatible communications equipment or arrange appropriate access. The absence of an MVFD-issued radio shall not independently prevent DRFS from participating in otherwise authorized activities. However, incident assignments shall be limited to those that can be conducted safely with the communications capabilities available, as determined by the responsible incident commander.

6. PERSONNEL, TRAINING, AND SUPERVISION

DRFS shall be responsible for recruiting, assigning, training, supervising, and maintaining records of its personnel.

Personnel assigned to operational duties shall possess the qualifications, training, and protective equipment appropriate to those duties.

DRFS has received approval from the National Volunteer Fire Council to establish a local Fire Corps program. DRFS shall retain responsibility for recruiting, training, supervising, and administering participating volunteers.

Fire Corps volunteers may support DRFS operations through apparatus care, equipment inventories, supplies, logistics, wildfire prevention, and community outreach. Under this cooperative relationship, volunteers may also provide MVFD with station and apparatus support, equipment readiness assistance, and authorized non-operational incident support, including responder hydration, firefighter rehabilitation support, incident logistics, auxiliary communications, observational Red Flag Warning patrols, and evacuation support.

Volunteer assignments shall remain within applicable training, qualifications, safety requirements, and operational authorization. Fire Corps membership alone shall not authorize firefighting, emergency medical treatment, or other duties requiring separate qualifications.

DRFS shall maintain distinct uniforms and identification for operational personnel and Fire Corps volunteers. Fire Corps volunteers shall wear designated program shirts displaying the Fire Corps insignia, with the word "VOLUNTEER" clearly displayed on the back. Qualified DRFS operational

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personnel shall wear appropriate wildland firefighting personal protective equipment when required by their assignments, DRFS-identifying shirts, or designated firefighter/EMT uniforms, as appropriate to their duties.

All DRFS operational personnel and Fire Corps volunteers shall be issued and wear identification badges clearly identifying their name, organizational affiliation, and respective role or designation. Badges shall distinguish qualified operational personnel from Fire Corps volunteers. Uniforms and identification shall not independently confer operational authority or permit personnel to perform duties beyond their qualifications and authorized assignments.

DRFS personnel shall not become employees, officers, or agents of the District solely by participating under this MOU. Employment status, workers' compensation eligibility, and other statutory rights shall be determined by applicable law and the actual circumstances of service.

7. STATION 2 AND EXISTING LEASE

The parties acknowledge their existing lease agreement concerning Fire Station No. 2, located at 9492 Twentynine Palms Highway, Morongo Valley, California.

The District hereby authorizes DRFS to station, store, maintain, and conduct related support activities for the apparatus at Station 2 in connection with this MOU.

Such activities shall constitute an expressly permitted supplemental use of the premises under the existing lease.

Except for this supplemental authorization, the existing lease shall remain in full force and effect. This MOU does not amend the lease's rental terms, maintenance obligations, insurance obligations, renewal procedures, or other provisions.

This MOU does not extend the lease term or independently grant DRFS a right to occupy Station 2 after the lease expires or terminates.

If the lease terminates, the parties may continue otherwise lawful cooperative activities under this MOU, subject to arranging another authorized location for the apparatus.

Termination of this MOU alone shall not terminate the existing lease.

8. COSTS AND RESOURCES

DRFS shall be responsible for the costs associated with its apparatus, equipment, supplies, insurance, personnel, training, maintenance, repairs, and routine operations.

The District shall not be obligated to purchase apparatus or equipment, employ DRFS personnel, or reimburse DRFS for expenses unless separately agreed in writing by duly authorized representatives.

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Each party shall bear its own administrative and operational costs except as otherwise expressly provided in this MOU or a separate written agreement.

Nothing in this MOU establishes eligibility for reimbursement under state or federal mutual-aid or emergency-response reimbursement programs.

9. LIABILITY AND INDEMNIFICATION

To the extent permitted by California law, each party shall be responsible for claims, damages, losses, and liabilities arising from its own negligent acts, omissions, or willful misconduct, including those of its officers, employees, and agents acting within the scope of their duties.

Each party shall defend, indemnify, and hold harmless the other party and its officers, directors, employees, and agents against third-party claims to the extent caused by the indemnifying party's negligent acts, omissions, or willful misconduct in connection with this MOU.

Where a claim involves alleged acts or omissions of both parties, responsibility for defense costs, settlements, and judgments shall be allocated according to their respective legal responsibility, as determined by agreement or applicable legal proceedings.

Neither party shall be required by this MOU to indemnify the other for the other party's sole negligence or willful misconduct.

The parties shall promptly notify one another of claims or incidents reasonably likely to give rise to claims and shall cooperate in the investigation and defense of such matters, subject to applicable legal protections.

Nothing in this MOU is intended to waive governmental immunities, statutory defenses, or other protections available under applicable law.

10. INSURANCE AND PERSONNEL INJURY COVERAGE

DRFS shall maintain insurance appropriate to the activities authorized under this MOU, including general liability, commercial automobile liability, emergency-response operations, and other coverage applicable to its activities and personnel.

Such insurance shall provide coverage, as applicable, for limited wildland and exterior fire suppression, emergency medical assistance, apparatus operation, incident support, wildfire prevention, and authorized Fire Corps volunteer activities.

Before commencing emergency-response operations under this MOU, DRFS shall obtain written confirmation from its insurer or authorized insurance representative that its policies cover the intended activities, participating personnel, and relevant operational exposures, subject to applicable policy terms and exclusions.

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DRFS shall furnish certificates of insurance and applicable endorsements evidencing required coverage. The District, its officers, employees, and agents shall be included as additional insureds for liability arising from DRFS operations under this MOU, to the extent available under the applicable policies and agreed upon by the parties.

DRFS shall maintain workers' compensation and employers' liability insurance as required by applicable law and shall ensure that participating personnel, including Fire Corps volunteers, have appropriate injury coverage or legally applicable benefits for their assigned activities.

Each party shall remain responsible for its own insurance obligations. The parties shall document any additional insurance requirements in writing before they become binding.

Nothing in this MOU guarantees workers' compensation, disability, or other benefits to any individual beyond those available under applicable law or insurance policies.

11. SAFETY AND COMPLIANCE

Each party shall comply with laws, regulations, licensing requirements, and applicable safety standards governing its activities.

DRFS shall be responsible for ensuring that its apparatus and personnel are suitable for their assigned functions.

MVFD may restrict or discontinue DRFS participation in an incident when necessary for operational safety, incident management, or compliance with applicable requirements.

DRFS may likewise withdraw its personnel or apparatus from an assignment when necessary to address safety, equipment, staffing, or qualification concerns, with notification to incident command when practicable.

12. PUBLIC COMMUNICATIONS AND IDENTIFICATION

DRFS may identify the cooperative relationship in public communications using accurate descriptions such as "In Partnership with Morongo Valley Fire Department," subject to any applicable District requirements for use of its name, insignia, or official identification.

Neither party shall represent that the other endorses unrelated programs, services, or activities without authorization.

Apparatus markings, emergency lighting, and other identification shall comply with applicable law.

13. TERM, SUSPENSION, AND TERMINATION

This MOU shall become effective upon execution by both parties and shall remain in effect for three years unless terminated earlier.

Either party may terminate this MOU without cause upon 30 days' written notice to the other party.

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Either party may immediately suspend emergency-response activities when reasonably necessary to address a material safety concern, lapse of required insurance, loss of legal authority, or other condition creating a substantial operational or legal risk.

The parties shall communicate promptly regarding the reason for suspension and any steps necessary to resume activities.

Termination shall not relieve either party of obligations or liabilities accrued before termination.

Upon termination of this MOU, DRFS shall discontinue emergency-response activities authorized solely under this agreement and remove or modify any apparatus markings, signage, or public communications identifying an active cooperative partnership with MVFD or MVCSD. Termination shall not affect DRFS's existing lease, its authorized use of Station 2, or its ability to maintain and store the apparatus at the premises in accordance with that lease and any applicable permissions.

14. NOTICES

Formal notices under this MOU shall be made in writing and delivered by certified U.S. mail, postage prepaid, to the following addresses, unless changed by written notice:

To the District:

Morongo Valley Community Services District
11207 Ocotillo Street
Morongo Valley, CA 92256
Attention: General Manager

To DRFS:

HDEAA Nonprofit Corp.
P.O. Box 431
Joshua Tree, CA 92252
Attention: President

Routine operational communications, including apparatus-readiness notifications, may be transmitted electronically to the designated MVFD and DRFS representatives.

15. GENERAL PROVISIONS

Amendments. This MOU may be amended only through a written instrument signed by authorized representatives of both parties.

Entire Agreement. This MOU constitutes the parties' understanding regarding the cooperative activities described herein and does not replace the existing Station 2 lease.

No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the parties and does not create contractual rights in third parties.

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Governing Law. This MOU shall be governed by the laws of the State of California. Venue for disputes shall be in a court of competent jurisdiction serving San Bernardino County, California.

Severability. If a provision is held invalid or unenforceable, the remaining provisions shall continue in effect to the extent consistent with the parties' intent.

Authority. Each person executing this MOU represents that they are authorized to bind the respective organization.

16. EXECUTION

MORONGO VALLEY COMMUNITY SERVICES DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

HDEAA NONPROFIT CORP.

Doing Business as Desert Region Fire Safe

By: _____

Name: _____

Title: _____

Date: _____

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