

NORTH TAHOE TRUCKEE BIOMASS TASK FORCE

MEMORANDUM OF UNDERSTANDING

Between

The COUNTY OF NEVADA, NORTHSTAR COMMUNITY SERVICES DISTRICT, The TOWN OF TRUCKEE,
The TAHOE TRUCKEE COMMUNITY FOUNDATION, The TRUCKEE FIRE PROTECTION DISTRICT,
and The COUNTY OF PLACER

Regarding the NORTH TAHOE TRUCKEE BIOMASS TASK FORCE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made to support the North Tahoe Truckee Biomass Task Force (Task Force) and is entered into by and between the County of Nevada (Nevada), the Northstar Community Services District (NSCSD), the Town of Truckee (Truckee), the Tahoe Truckee Community Foundation (TTCF), the Truckee Fire Protection District (TFPD), and the County of Placer (Placer), hereinafter referred to as the Parties.

Background:

I. PURPOSE: The purpose of this MOU is to document the cooperation between the Parties and provide a framework to enable further cooperation and coordination as an informal Task Force. The Parties will work together to promote a greater usage of local wood biomass from regional forest thinning operations and local defensible space and other community-based fuel reduction projects, with the principal goals of improving and restoring forest conditions, improving community resilience to wildfire, reducing Particulate Matter and Greenhouse Gas (GHG) emissions (through an alternate use of biomass), and creating renewable power, heating, and other products for local usage. While this MOU does not provide the authority to obligate funds, the Parties may develop specific agreements to address funding and resource sharing as appropriate and feasible on a case-by-case basis. The Parties agree to work together in accordance with the provisions in this MOU. The Parties agree that the Task Force and this MOU are intended to be cooperative efforts and not to serve as a formal advisory body.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS: The Parties to the Task Force share a mutual interest in creating an alternative pathway for woody biomass material that comes from local forest and community fuel reduction project operations. Their interest is to decrease the amount of open pile burning of excess biomass, which will reduce catastrophic wildfire risk, cut overall GHG and other harmful emissions to the air, and provide more useful disposal options through controlled facilities to create renewable energy, heat, and other products out of the woody biomass.

As wildfire continues to be the greatest potential for catastrophic loss of property and life in Placer and Nevada Counties, several agencies within the North Tahoe and Truckee regions have joined together to find local solutions for this issue and the biomass byproducts of community and forest health-based fuel management programs which span jurisdictional lines. Currently, a lack of biomass outlets has continued to drive up the cost of disposal and is pushing some programs to leave biomass material on

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the forest floors, increasing fuel loading and the potential for future GHG emissions from catastrophic wildfire and other climate damage.

This Task Force intends to leverage resources, share costs, conduct educational outreach activities, and provide an integrated regional solution to community/forest biomass-related issues. This regional plan has the potential to create renewable energy and heating, centralize biomass processing, reduce the overall cost of biomass disposal, and reduce particulate matter and GHG from open pile burning, decomposing wood fiber, and long trucking routes, all while reducing the risk of catastrophic wildfire.

As a first step, the Task Force initiated an Integrated Infrastructure and Fuel Supply study which laid the framework for integrating potential biomass facilities being planned by Placer, Truckee, and NSCSD, along with establishing an understanding of the current and future biomass feedstock supply expected to result from ongoing community and forest health fuel reduction activities that could be available for these and other potential future facilities.

The Task Force intends to move forward with biomass solutions along with sharing in the cost of the previously completed study and future efforts. If any larger projects or studies are identified as a solution for the region, description and costs will be returned to the Task Force for approval. Through a vote, each Party will vote at its own discretion, to support the individual or collective fundraising effort; any Parties which vote in favor will agree to share costs of the proposed activity, and any Parties voting against will not be bound to provide funding.

In consideration of the above premises, the Parties agree as follows:

III. COOPERATION

A. The Parties will work together to promote the use of biomass for energy and other value-added product options, with the principal goals of improving and restoring forest conditions, improving community resilience to wildfire, reducing Particulate Matter and GHG emissions (through an alternate use of biomass), and creating renewable power, heat, and other products for local usage. The Parties will collaborate on analysis and project information to assist each other and the region. This may include coordinating and sharing information on biomass, emissions, facility plans and costs, potential grant options, and public communications.

C. The Parties will collaborate on technical, scientific, and financial matters necessary to support biomass usage that meets the interests of all Parties to this MOU. This may include coordinating and sharing information regarding science, economics, policy, and related issues.

D. The Parties will coordinate to engage other partners to raise funds to support management and research efforts relating to approved project. If other partners desire to join this MOU, current Parties shall conduct a vote, with a majority of the current Parties in favor, before amending the MOU to include said partners.

E. The Parties will work together to raise public awareness and to develop and implement communications regarding the importance of healthy forests, fire-resilient communities, air emission reductions and biomass facility benefits.

F. The Parties may develop subsequent plans and other documents to implement this MOU.

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IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters relating to this MOU.

The County of Nevada

Contact Name: Craig Griesbach, Director of Emergency Services

Address: Nevada County Office of Emergency Services, 950 Maidu Avenue, Suite 130, Nevada City, CA 95959

Telephone: (530) 265-1583

Email: Craig.Griesbach@nevadacountyca.gov

Northstar Community Services District

Contact Name: Mike Staudenmayer, General Manager

Address: 900 Northstar Drive, Truckee, CA 96161

Telephone: (530) 562-0747

Email: mikes@northstarcisd.org

Town of Truckee

Contact Name: Hilary Hobbs, Assistant to the Town Manager

Address: 10183 Truckee Airport Rd, Truckee, CA 96161

Telephone: (530) 582-2914

Email: hhobbs@townoftruckee.com

Tahoe Truckee Community Foundation

Contact Name: Parisa Nodehi

Address: 11071 Donner Pass Road, Truckee, CA 96161

Telephone: (530) 587-1776

Email: Parisa@ttcf.net

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Truckee Fire Protection District

Contact Name: Eric Horntvedt, Wildfire Prevention Manager

Address: Truckee Fire Protection District, PO BOX 2768, Truckee CA, 96160

Telephone: (530) 582-7888

Email: erichorntvedt@truckeefire.org

County of Placer

Contact Name: Jared Deck, Program Manager

Address: 3091 County Center DR, Ste 170, Auburn, CA 95603

Telephone: (530) 8864918

Email: jdeck@placer.ca.gov

B. NOTICES. Any communications affecting this MOU shall be in writing and delivered in person, mailed, or transmitted electronically by e-mail to the Program Contacts designated herein. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts any of the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

D. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The Parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes of this MOU. Nothing in this MOU authorizes any of the Parties to obligate or transfer anything of value. Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a Party require the execution of separate agreements and conditions, including, as applicable, but not limited to availability of appropriated funds and other resources and Party administrative and legal requirements. If two or more of the Parties elect to enter into an agreement that involves the transfer of funds, services, property, and/or anything of value to or from a Party, the agreement shall be approved by all Parties involved in the agreement. Nothing in this MOU is intended to alter, limit, or expand the Parties' statutory and regulatory authority.

F. PARTY DEPARTURE. A Party may leave this MOU at any time upon thirty (30) days written notice to the other then-current parties. Departure from this MOU shall not relieve a Party from any funding or other contractual obligations it has made prior to departure.

G. MODIFICATIONS. Modifications within the scope of this MOU must be made by majority vote of the Parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being implemented.

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H. COMMENCEMENT AND TERMINATION. This MOU shall be effective as of the date of the last signature. This MOU shall terminate on December 31, 2027, unless terminated by a majority vote of the then-current Parties or extended by a written extension executed by all then-current Parties.

I. SIGNATURES. This MOU may be executed in counterparts. The execution of a signature page of this MOU shall constitute the execution of the MOU, which shall be binding on each Party upon that Party's signing of such a counterpart.

J. AUTHORIZED REPRESENTATIVES. By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this MOU. In witness thereof, the Parties hereto have executed this MOU as of the last date written below:

County of Nevada

Date: _____

Craig Griesbach, Director of Emergency Services

Northstar Community Services District

Date: _____

Mike Staudenmayer, General Manager

Town of Truckee

Date: _____

Jen Callaway, Town Manager

Tahoe Truckee Community Foundation

Date: _____

Stacey Caldwell, CEO

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Truckee Fire Protection District

Kevin McKechnie, Fire Chief

Date: _____

County of Placer

Jane Christenson, County Executive Officer

Date: _____